UNITED STATES
SECURITIES AND EXCHANGE COMMISSION
Washington, D.C. 20549

FORM 10-Q

(Mark one)

☑ QUARTERLY REPORT PURSUANT TO SECTION 13 OR 15(d) OF THE SECURITIES EXCHANGE ACT OF 1934

For the quarterly period ended March 31, 2024

OR

☐ TRANSITION REPORT PURSUANT TO SECTION 13 OR 15(d) OF THE SECURITIES EXCHANGE ACT OF 1934

For the transition period from _____ to _____

Commission file number 001-38373

Transocean Ltd .

(Exact name of registrant as specified in its charter)

Switzerland	**98-0599916**
(State or other jurisdiction of incorporation or organization)	(I.R.S. Employer Identification No.)
Turmstrasse 30 **Steinhausen , Switzerland**	**6312**
(Address of principal executive offices)	(Zip Code)

+41 (41) 749-0500
(Registrant's telephone number, including area code)

Securities registered pursuant to Section 12(b) of the Act:

Title of each class	Trading symbol	Name of each exchange on which registered
Shares , CHF 0.10 par value	RIG	New York Stock Exchange

Indicate by check mark whether the registrant (1) has filed all reports required to be filed by Section 13 or 15(d) of the Securities Exchange Act of 1934 during the preceding 12 months (or for such shorter period that the registrant was required to file such reports), and (2) has been subject to such filing requirements for the past 90 days. Yes þ No ☐

Indicate by check mark whether the registrant has submitted electronically every Interactive Data File required to be submitted pursuant to Rule 405 of Regulation S-T (§232.405 of this chapter) during the preceding 12 months (or for such shorter period that the registrant was required to submit such files). Yes þ No ☐

Indicate by check mark whether the registrant is a large accelerated filer, an accelerated filer, a non-accelerated filer, a smaller reporting company or an emerging growth company. See the definitions of "large accelerated filer," "accelerated filer," "smaller reporting company" and "emerging growth company" in Rule 12b-2 of the Exchange Act.

Large accelerated filer þ Accelerated filer ☐ Non-accelerated filer ☐ Smaller reporting company ☐ Emerging growth company ☐

If an emerging growth company, indicate by check mark if the registrant has elected not to use the extended transition period for complying with any new or revised financial accounting standards provided pursuant to Section 13(a) of the Exchange Act. ☐

Indicate by check mark whether the registrant is a shell company (as defined in Rule 12b-2 of the Exchange Act). Yes ☐ No þ

As of April 23, 2024, 819,579,665 shares were outstanding.

TRANSOCEAN LTD. AND SUBSIDIARIES
INDEX TO QUARTERLY REPORT ON FORM 10-Q
QUARTER ENDED MARCH 31, 2024

PART I. FINANCIAL INFORMATION

ITEM I. FINANCIAL STATEMENTS

TRANSOCEAN LTD. AND SUBSIDIARIES
CONDENSED CONSOLIDATED STATEMENTS OF OPERATIONS
(in millions, except per share data)
(Unaudited)

	Three months ended March 31,	
	2024	2023
Contract drilling revenues	$ 763	$ 649
Costs and expenses		
Operating and maintenance	523	409
Depreciation and amortization	185	182
General and administrative	52	45
	760	636
Loss on disposal of assets, net	(6)	(170)
Operating loss	(3)	(157)
Other income (expense), net		
Interest income	15	19
Interest expense, net of amounts capitalized	(117)	(249)
Loss on retirement of debt	—	(32)
Other, net	12	5
	(90)	(257)
Loss before income tax expense (benefit)	(93)	(414)
Income tax expense (benefit)	(191)	51
Net income (loss)	98	(465)
Net income attributable to noncontrolling interest	—	—
Net income (loss) attributable to controlling interest	$ 98	$ (465)
Earnings (loss) per share		
Basic	$ 0.12	$ (0.64)
Diluted	$ 0.11	$ (0.64)
Weighted-average shares outstanding		
Basic	819	728
Diluted	955	728

See accompanying notes.

TRANSOCEAN LTD. AND SUBSIDIARIES
CONDENSED CONSOLIDATED STATEMENTS OF COMPREHENSIVE INCOME (LOSS)
(in millions)
(Unaudited)

	Three months ended March 31,	
	2024	2023
Net income (loss)	$ 98	$ (465)
Net income attributable to noncontrolling interest	—	—
Net Income (loss) attributable to controlling interest	98	(465)
Components of net periodic benefit costs before reclassifications	(2)	(11)
Components of net periodic benefit costs reclassified to net income (loss)	—	—
Other comprehensive loss before income taxes	(2)	(11)
Income taxes related to other comprehensive income (loss)	—	—
Other comprehensive loss	(2)	(11)
Other comprehensive income attributable to noncontrolling interest	—	—
Other comprehensive loss attributable to controlling interest	(2)	(11)
Total comprehensive income (loss)	96	(476)
Total comprehensive income attributable to noncontrolling interest	—	—
Total comprehensive income (loss) attributable to controlling interest	$ 96	$ (476)

See accompanying notes.

TRANSOCEAN LTD. AND SUBSIDIARIES
CONDENSED CONSOLIDATED BALANCE SHEETS
(in millions, except share data)
(Unaudited)

	March 31, 2024	December 31, 2023
Assets		
Cash and cash equivalents	$ 446	$ 762
Accounts receivable, net of allowance of $2 at March 31, 2024 and December 31, 2023	585	512
Materials and supplies, net of allowance of $202 and $ 198 at March 31, 2024 and December 31, 2023, respectively	437	426
Restricted cash and cash equivalents	270	233
Other current assets	133	193
Total current assets	1,871	2,126
Property and equipment	23,948	23,875
Less accumulated depreciation	(7,093)	(6,934)
Property and equipment, net	16,855	16,941
Contract intangible assets	—	4
Deferred tax assets, net	45	44
Other assets	1,166	1,139
Total assets	$ 19,937	$ 20,254
Liabilities and equity		
Accounts payable	$ 301	$ 323
Accrued income taxes	2	23
Debt due within one year	463	370
Other current liabilities	619	681
Total current liabilities	1,385	1,397
Long-term debt	6,802	7,043
Deferred tax liabilities, net	377	540
Other long-term liabilities	851	858
Total long-term liabilities	8,030	8,441
Commitments and contingencies		
Shares, CHF 0.10 par value, 1,022,394,549 authorized, 141,262,093 conditionally authorized, 862,815,858 issued and 819,579,665 outstanding at March 31, 2024, and 1,021,294,549 authorized, 142,362,093 conditionally authorized, 843,715,858 issued and 809,030,846 outstanding at December 31, 2023	82	81
Additional paid-in capital	14,553	14,544
Accumulated deficit	(3,935)	(4,033)
Accumulated other comprehensive loss	(179)	(177)
Total controlling interest shareholders' equity	10,521	10,415
Noncontrolling interest	1	1
Total equity	10,522	10,416
Total liabilities and equity	$ 19,937	$ 20,254

See accompanying notes.

TRANSOCEAN LTD. AND SUBSIDIARIES
CONDENSED CONSOLIDATED STATEMENTS OF EQUITY
(in millions)
(Unaudited)

	Three months ended March 31,	
	2024	2023
Shares		
Balance, beginning of period	$ 81	$ 71
Issuance of shares	1	1
Balance, end of period	82	$ 72
Additional paid-in capital		
Balance, beginning of period	$ 14,544	$ 13,984
Share-based compensation	11	9
Issuance of shares	(2)	(1)
Balance, end of period	$ 14,553	$ 13,992
Accumulated deficit		
Balance, beginning of period	$ (4,033)	$ (3,079)
Net income (loss) attributable to controlling interest	98	(465)
Balance, end of period	$ (3,935)	$ (3,544)
Accumulated other comprehensive loss		
Balance, beginning of period	$ (177)	$ (185)
Other comprehensive loss attributable to controlling interest	(2)	(11)
Balance, end of period	$ (179)	$ (196)
Total controlling interest shareholders' equity		
Balance, beginning of period	$ 10,415	$ 10,791
Total comprehensive income (loss) attributable to controlling interest	96	(476)
Share-based compensation	11	9
Issuance of shares	(1)	—
Balance, end of period	$ 10,521	$ 10,324
Noncontrolling interest		
Balance, beginning of period	$ 1	$ 1
Balance, end of period	$ 1	$ 1
Total equity		
Balance, beginning of period	$ 10,416	$ 10,792
Total comprehensive income (loss)	96	(476)
Share-based compensation	11	9
Issuance of shares	(1)	—
Balance, end of period	$ 10,522	$ 10,325

See accompanying notes.

TRANSOCEAN LTD. AND SUBSIDIARIES
CONDENSED CONSOLIDATED STATEMENTS OF CASH FLOWS
(in millions)
(Unaudited)

	Three months ended March 31,	
	2024	2023
Cash flows from operating activities		
Net income (loss)	$ 98	$ (465)
Adjustments to reconcile to net cash used in operating activities:		
Amortization of contract intangible asset	4	18
Depreciation and amortization	185	182
Share-based compensation expense	11	9
Loss on impairment of investment in unconsolidated affiliate	1	—
Loss on disposal of assets, net	6	170
Fair value adjustment to bifurcated compound exchange feature	(10)	133
Amortization of debt-related balances, net	13	13
Loss on retirement of debt	—	32
Deferred income tax expense (benefit)	(164)	36
Other, net	4	14
Changes in deferred revenues, net	77	6
Changes in deferred costs, net	(38)	(24)
Changes in other operating assets and liabilities, net	(273)	(171)
Net cash used in operating activities	(86)	(47)
Cash flows from investing activities		
Capital expenditures	(83)	(81)
Investment in loan to unconsolidated affiliate	(2)	—
Investment in equity of unconsolidated affiliate	—	(10)
Proceeds from disposal of assets, net	44	1
Net cash used in investing activities	(41)	(90)
Cash flows from financing activities		
Repayments of debt	(151)	(1,564)
Proceeds from issuance of debt, net of issue costs	—	1,665
Other, net	(1)	—
Net cash provided by (used in) financing activities	(152)	101
Net decrease in unrestricted and restricted cash and cash equivalents	(279)	(36)
Unrestricted and restricted cash and cash equivalents, beginning of period	995	991
Unrestricted and restricted cash and cash equivalents, end of period	$ 716	$ 955

See accompanying notes.

TRANSOCEAN LTD. AND SUBSIDIARIES
NOTES TO CONDENSED CONSOLIDATED FINANCIAL STATEMENTS
(Unaudited)

NOTE 1—BUSINESS

Transocean Ltd. (together with its subsidiaries and predecessors, unless the context requires otherwise, "Transocean," "we," "us" or "our") is a leading international provider of offshore contract drilling services for oil and gas wells. As of March 31, 2024, we owned or had partial ownership interests in and operated a fleet of 36 mobile offshore drilling units, consisting of 28 ultra-deepwater floaters and eight harsh environment floaters. As of March 31, 2024, we were constructing one ultra-deepwater drillship.

NOTE 2—SIGNIFICANT ACCOUNTING POLICIES

Presentation—We prepared our accompanying unaudited condensed consolidated financial statements in accordance with accounting principles generally accepted in the United States ("U.S.") for interim financial information and with the instructions to Form 10-Q and Article 10 of Regulation S-X promulgated by the U.S. Securities and Exchange Commission. Pursuant to such rules and regulations, these financial statements do not include all disclosures required by accounting principles generally accepted in the U.S. for complete financial statements. The condensed consolidated financial statements reflect all adjustments, which are, in the opinion of management, necessary for a fair presentation of the financial position, results of operations and cash flows for the interim periods. Such adjustments are considered to be of a normal recurring nature unless otherwise noted. Operating results for the three months ended March 31, 2024, are not necessarily indicative of the results that may be expected for the year ending December 31, 2024, or for any future period. The accompanying condensed consolidated financial statements and notes thereto should be read in conjunction with the audited consolidated financial statements and notes thereto as of December 31, 2023 and 2022, and for each of the three years in the period ended December 31, 2023, included in our annual report on Form 10K filed on February 21, 2024.

Accounting estimates—To prepare financial statements in accordance with accounting principles generally accepted in the U.S., we must make judgments by applying estimates and assumptions that affect the reported amounts of assets, liabilities, revenues and expenses and the disclosures of contingent assets and liabilities. On an ongoing basis, we evaluate our estimates and assumptions, including those related to our income taxes, property and equipment, equity investments, contingencies, allowance for excess materials and supplies, postemployment benefit plans and share-based compensation. We base our estimates and assumptions on historical experience and other factors that we believe are reasonable. Actual results could differ from such estimates.

Fair value measurements—We estimate fair value at an exchange price that would be received to sell an asset or paid to transfer a liability in the principal or most advantageous market for the asset or liability in an orderly transaction between market participants. Our valuation techniques require inputs that we categorize using a three-level hierarchy, from highest to lowest level of observable inputs, as follows: (1) significant observable inputs, including unadjusted quoted prices for identical assets or liabilities in active markets ("Level 1"), (2) significant other observable inputs, including direct or indirect market data for similar assets or liabilities in active markets or identical assets or liabilities in less active markets ("Level 2") and (3) significant unobservable inputs, including those that require considerable judgment for which there is little or no market data ("Level 3"). When a valuation requires multiple input levels, we categorize the entire fair value measurement according to the lowest level of input that is significant to the measurement even though we may have also utilized significant inputs that are more readily observable.

NOTE 3—ACCOUNTING STANDARDS UPDATES

Recently issued accounting standards updates not yet adopted

Segment reporting—Effective for the year ending December 31, 2024, we will adopt the accounting standards update that requires incremental disclosures about a public entity's reportable segments but does not change the definition or guidance for determining reportable segments. The update, which explicitly applies to entities such as us with a single reportable segment, requires disclosure of the significant expense categories and amounts that are regularly provided to the chief operating decision-maker and included in the reported measure of segment profit or loss. Additionally, the update requires disclosures about the individual or the group or committee identified as the chief operating decision-maker. We will provide the new disclosures, as required, in our annual report for the year ending December 31, 2024 and interim periods thereafter with retrospective application to all periods presented, unless impracticable. Although our adoption of the update will require us to augment certain disclosures in the notes to consolidated financial statements, we do not expect such adoption to have a material effect on our consolidated statements of financial position, operations or cash flows.

Income taxes—Effective no later than January 1, 2025, we will adopt the accounting standards update that requires significant additional disclosures intended to enhance the transparency and decision usefulness of income tax disclosures, particularly in the rate reconciliation table and disclosures about income taxes paid. The new guidance will be applied prospectively and permits, but does not require, retrospective application. The update, which permits early adoption, is effective for annual periods beginning after December 15, 2024. We continue to evaluate the requirements. Although we expect our adoption will require us to augment certain disclosures in our notes to consolidated financial statements, we do not expect our adoption to have a material effect on our consolidated statements of financial position, operations or cash flows.

TRANSOCEAN LTD. AND SUBSIDIARIES
NOTES TO CONDENSED CONSOLIDATED FINANCIAL STATEMENTS—continued
(Unaudited)

NOTE 4—UNCONSOLIDATED AFFILIATES

We hold noncontrolling equity investments in various unconsolidated companies . In February 2023, we made a cash contribution of $ 10 million and a non-cash contribution of the ultra-deepwater floater *Ocean Rig Olympia*, which had been cold stacked, and related assets, with an estimated fair value of $ 85 million (see Note 6—Long-Lived Assets), in exchange for a noncontrolling ownership interest in Global Sea Mineral Resources NV (together with its subsidiaries, "GSR"), a Belgian company and leading developer of nodule collection technology engaged in the development and exploration of deep-sea polymetallic nodules that contain metals critical to the growing renewable energy market. We estimated the fair value of the rig using projected discounted cash flows, and our estimate required us to use significant unobservable inputs, representative of Level 3 fair value measurements, including assumptions related to the future performance of the rig, projected demand for its services, rig availability and dayrates.

In the three months ended March 31, 2024 and 2023, we recognized a loss of $ 2 million and $ 13 million, respectively, recorded in other, net, associated with equity in losses of our equity investments. At March 31, 2024 and December 31, 2023, the aggregate carrying amount of our equity investments in unconsolidated affiliates was $ 213 million and $ 216 million, respectively, recorded in other assets.

NOTE 5—REVENUES

Overview—Under most of our drilling contracts with customers, our drilling services represent a single performance obligation that is satisfied over time, the duration of which varies by contract. As of March 31, 2024, the drilling contract with the longest expected remaining duration, excluding unexercised options, extends through July 2029.

Disaggregation—Our contract drilling revenues, disaggregated by asset group and by country in which they were earned, were as follows (in millions):

	Three months ended March 31,					
	2024			2023		
	Ultra-deepwater floaters	Harsh environment floaters	Total	Ultra-deepwater floaters	Harsh environment floaters	Total
U.S.	$ 370	$ —	$ 370	$ 352	$ —	$ 352
Brazil	155	—	155	63	—	63
Norway	—	151	151	—	148	148
Other countries (a)	44	43	87	69	17	86
Total contract drilling revenues	$ 569	$ 194	$ 763	$ 484	$ 165	$ 649

(a) The aggregate contract drilling revenues earned in other countries that individually represented less than 10 percent of total contract drilling revenues.

Contract liabilities—Contract liabilities for our contracts with customers were as follows (in millions):

	March 31, 2024	December 31 2023
Deferred contract revenues, recorded in other current liabilities	$ 223	$ 165
Deferred contract revenues, recorded in other long-term liabilities	252	233
Total contract liabilities	$ 475	$ 398

Significant changes in contract liabilities were as follows (in millions):

	Three months ended March 31,	
	2024	2023
Total contract liabilities, beginning of period	$ 398	$ 328
Decrease due to recognition of revenues for goods and services	(46)	(34)
Increase due to goods and services transferred over time	123	40
Total contract liabilities, end of period	$ 475	$ 334

Pre-operating costs—In the three months ended March 31, 2024 and 2023, we recognized pre-operating costs of $ 20 million and $ 10 million, respectively, recorded in operating and maintenance costs. At March 31, 2024 and December 31, 2023, the carrying amount of our unrecognized pre-operating costs to obtain contracts was $ 258 million and $ 221 million, respectively, recorded in other assets.

TRANSOCEAN LTD. AND SUBSIDIARIES
NOTES TO CONDENSED CONSOLIDATED FINANCIAL STATEMENTS—continued
(Unaudited)

NOTE 6—LONG-LIVED ASSETS

Construction work in progress—The changes in our construction work in progress were as follows (in millions):

	Three months ended March 31,	
	2024	2023
Construction work in progress, beginning of period	$ 522	$ 1,195
Capital expenditures		
Newbuild construction program	49	65
Other equipment and construction projects	34	16
Total capital expenditures	83	81
Changes in accrued capital additions	16	(4)
Property and equipment placed into service	(27)	(12)
Construction work in progress, end of period	$ 594	$ 1,260

Disposals—In February 2024, in connection with our efforts to dispose of non-strategic assets, we completed the sale of the harsh environment floaters *Paul B. Loyd, Jr.* and *Transocean Leader*, together with related assets. At December 31, 2023, the aggregate carrying amount of the rigs and related assets, classified as assets held for sale and recorded in other current assets, was $ 49 million. In the three months ended March 31, 2024, we received aggregate net cash proceeds of $ 43 million and recognized an aggregate net loss of less than $ 1 million, which had no tax effect, associated with the disposal of these assets. In the three months ended March 31, 2024, we received aggregate net cash proceeds of $ 1 million and recognized an aggregate net loss of $ 6 million associated with the disposal of assets unrelated to rig sales.

In February 2023, in connection with our investment in a noncontrolling ownership interest in GSR, we made a non-cash contribution of the cold stacked ultra-deepwater floater *Ocean Rig Olympia* and related assets. In the three months ended March 31, 2023, we recognized a loss of $ 169 million ($ 0.23 per diluted share), which had no tax effect, associated with the disposal of the rig and related assets. See Note 4—Unconsolidated Affiliates.

TRANSOCEAN LTD. AND SUBSIDIARIES
NOTES TO CONDENSED CONSOLIDATED FINANCIAL STATEMENTS—continued
(Unaudited)

NOTE 7—DEBT

Overview

Outstanding debt—The aggregate principal amounts and aggregate carrying amounts, including the contractual interest payments of previously restructured debt, a bifurcated compound exchange feature, and unamortized debt-related balances, such as discounts, premiums and issue costs, were as follows (in millions):

	Principal amount		Carrying amount	
	March 31, 2024	December 31 2023	March 31, 2024	December 31 2023
7.25 % Senior Notes due November 2025	$ 354	$ 354	$ 352	$ 352
4.00 % Senior Guaranteed Exchangeable Bonds due December 2025	234	234	223	221
7.50 % Senior Notes due January 2026	569	569	567	567
11.50 % Senior Guaranteed Notes due January 2027	687	687	903	938
6.875 % Senior Secured Notes due February 2027	371	413	369	409
8.00 % Senior Notes due February 2027	612	612	609	609
7.45 % Notes due April 2027	52	52	52	52
8.00 % Debentures due April 2027	22	22	22	22
4.50 % Shipyard Loans due September 2027	405	420	374	384
8.375 % Senior Secured Notes due February 2028	525	525	518	518
7.00 % Notes due June 2028	261	261	264	264
8.00 % Senior Secured Notes due September 2028	325	325	321	321
4.625 % Senior Guaranteed Exchangeable Bonds due September 2029	259	259	479	486
8.75 % Senior Secured Notes due February 2030	1,058	1,116	1,036	1,094
7.50 % Notes due April 2031	396	396	395	395
6.80 % Senior Notes due March 2038	610	610	605	605
7.35 % Senior Notes due December 2041	177	177	176	176
Total debt	6,917	7,032	7,265	7,413
Less debt due within one year				
11.50 % Senior Guaranteed Notes due January 2027	—	—	71	71
6.875 % Senior Secured Notes due February 2027	83	83	81	81
4.50 % Shipyard Loans due September 2027	105	90	91	75
8.375 % Senior Secured Notes due February 2028	50	—	48	—
8.00 % Senior Secured Notes due September 2028	60	30	59	30
8.75 % Senior Secured Notes due February 2030	117	117	113	113
Total debt due within one year	415	320	463	370
Total long-term debt	$ 6,502	$ 6,712	$ 6,802	$ 7,043

Scheduled maturities—At March 31, 2024, scheduled maturities of our debt, including the principal installments and other installments, representing the contractual interest payments of previously restructured debt, were as follows (in millions):

	Principal installments	Other installments	Total installments
Twelve months ending March 31,			
2025	$ 415	$ 71	$ 486
2026	1,660	72	1,732
2027	1,979	72	2,051
2028	442	—	442
2029	509	—	509
Thereafter	1,912	—	1,912
Total installments	$ 6,917	$ 215	7,132
Total unamortized debt-related balances, net			(207)
Bifurcated compound exchange feature, at estimated fair value			340
Total carrying amount of debt			$ 7,265

Credit agreement

Secured Credit Facility—As of March 31, 2024, we had a secured revolving credit facility established under a bank credit agreement (as amended from time to time, the "Secured Credit Facility"), which provided us with borrowing capacity of $ 600 million through its scheduled maturity on June 22, 2025. At March 31, 2024, based on the credit rating of the Secured Credit Facility as of that date, the facility fee was 0.625 percent. At March 31, 2024, we had no borrowings outstanding, $ 12 million of letters of credit issued, and we had $ 588 million of available borrowing capacity under the Secured Credit Facility.

Subsequent event—In April 2024, we further amended the Secured Credit Facility to, among other things, (a) extend the maturity date from June 22, 2025 to June 22, 2028 and (b) reduce the borrowing capacity from $ 600 million to $ 576 million through June 22, 2025,

and thereafter reduce the borrowing capacity to $ 510 million through June 22, 2028 (the "Amended Secured Credit Facility"). Throughout the term of the Amended Secured Credit Facility, we pay a facility fee on the amount of the underlying commitment, which ranges from 0.375 percent to 1.00 percent based on the credit rating of the Amended Secured Credit Facility. We may borrow under the Amended Secured Credit Facility at a forward-looking term rate based on the secured overnight financing rate ("Term SOFR") plus a margin and a Term SOFR spread adjustment of 0.10 percent. The Amended Secured Credit Facility is subject to permitted extensions and certain early maturity triggers, including if on any date the aggregate amount of scheduled principal repayments of indebtedness, with certain exceptions, due within 91 days thereof is equal to or in excess of $ 325 million and available cash is less than $ 250 million. The Amended Secured Credit Facility permits us to increase the aggregate amount of commitments by up to $ 250 million. The Amended Secured Credit Facility is guaranteed by Transocean Ltd. and certain wholly owned subsidiaries.

The Amended Secured Credit Facility contains covenants that, among other things, include maintenance of a minimum guarantee coverage ratio of 3.0 to 1.0, a minimum collateral coverage ratio of 2.1 to 1.0, a maximum debt to capitalization ratio of 0.60 to 1.00 and minimum liquidity of $ 200 million. The Amended Secured Credit Facility also restricts the ability of Transocean Ltd. and certain of our subsidiaries to, among other things, merge, consolidate or otherwise make changes to the corporate structure, incur liens, incur additional indebtedness, enter into transactions with affiliates and permits, subject to certain conditions, the ability to pay dividends and repurchase our shares. In order to utilize the Amended Secured Credit Facility, we must, at the time of the borrowing request, be in full compliance with the terms and conditions of the Amended Secured Credit Facility and make certain representations and warranties, including with respect to compliance with laws and solvency, to the lenders. Repayment of borrowings under the Amended Secured Credit Facility are subject to acceleration upon the occurrence of an event of default. Under the agreements governing certain of our debt and finance lease, we are also subject to various covenants, including restrictions on creating liens, engaging in sale/leaseback transactions and engaging in certain merger, consolidation or reorganization transactions. A default under our public debt indentures, the agreements governing our senior secured notes, our finance lease contract or any other debt owed to unaffiliated entities that exceeds $ 125 million could trigger a default under the Secured Credit Facility and, if not waived by the lenders or otherwise cured, could cause us to lose access to the Amended Secured Credit Facility.

Exchangeable bonds

Exchange terms—At March 31, 2024, the (a) current exchange rates, expressed as the number of Transocean Ltd. shares per $1,000 note, (b) implied exchange prices per Transocean Ltd. share and (c) aggregate shares, expressed in millions, issuable upon exchange of our exchangeable bonds were as follows:

	Exchange rate	Implied exchange price	Shares issuable
4.00 % Senior Guaranteed Exchangeable Bonds due December 2025	190.4762	$ 5.25	44.5
4.625 % Senior Guaranteed Exchangeable Bonds due September 2029	290.6618	$ 3.44	75.3

The exchange rates, presented above, are subject to adjustment upon the occurrence of certain events. The 4.00% senior guaranteed exchangeable bonds due December 2025 may be exchanged by holders at any time prior to the close of business on the second business day immediately preceding the maturity date and, at our election, such exchange may be settled by delivering cash, Transocean Ltd. shares or a combination of cash and shares. The 4.625% senior guaranteed exchangeable bonds due September 2029 (the "4.625% Senior Guaranteed Exchangeable Bonds") may be exchanged by holders at any time prior to the close of business on the second business day immediately preceding the maturity date or redemption date and, at our election, such exchange may be settled by delivering cash, Transocean Ltd. shares or a combination of cash and shares.

Effective interest rates and fair values—At March 31, 2024, the effective interest rates and estimated fair values of our exchangeable bonds were as follows (in millions, except effective interest rates):

	Effective interest rate	Fair value
4.00 % Senior Guaranteed Exchangeable Bonds due December 2025	6.9 %	$ 335
4.625 % Senior Guaranteed Exchangeable Bonds due September 2029	18.3 %	$ 562

We estimated the fair values of the exchangeable debt instruments, including the exchange features, by employing a binomial lattice model using significant other observable inputs, representative of Level 2 fair value measurements, including the terms and credit spreads of our debt and the expected volatility of the market price for our shares.

Interest expense—We recognized interest expense for our exchangeable bonds as follows (in millions):

	Three months ended March 31,	
	2024	2023
Contractual interest	$ 5	$ 7
Amortization	5	5
Bifurcated compound exchange feature	(10)	133
Total	$ —	$ 145

TRANSOCEAN LTD. AND SUBSIDIARIES
NOTES TO CONDENSED CONSOLIDATED FINANCIAL STATEMENTS—continued
(Unaudited)

The 4.625% Senior Guaranteed Exchangeable Bonds contain a compound exchange feature that, in addition to the exchange terms presented below, requires us to pay holders a make-whole premium of future interest through March 30, 2028, for exchanges exercised during a redemption notice period. Such compound exchange feature must be bifurcated from the host debt instrument since it is not considered indexed to our stock. Accordingly, we recognize changes to the estimated fair value of the bifurcated compound exchange feature, recorded as a component of the carrying amount of debt, with a corresponding adjustment to interest expense. At March 31, 2024 and December 31, 2023, the carrying amount of the bifurcated compound exchange feature was $ 340 million and $ 350 million, respectively.

Debt issuance

Senior secured notes—In January 2023, we issued $ 525 million aggregate principal amount of 8.375% senior secured notes due February 2028 (the "8.375% Senior Secured Notes"), and we received $ 516 million aggregate cash proceeds, net of issue costs. The 8.375% Senior Secured Notes are secured by the assets and earnings associated with the ultra-deepwater floater *Deepwater Titan* and the equity of the wholly owned subsidiary that owns or operates the collateral rig. Additionally, we are required to comply with certain covenants, including related to the debt and earnings attributable to the collateral rig, and maintain certain balances in a restricted cash account to satisfy debt service requirements. We may redeem all or a portion of the 8.375% Senior Secured Notes on or prior to February 1, 2025 at a price equal to 100 percent of the aggregate principal amount plus a make whole premium, and subsequently, at specified redemption prices.

In January 2023, we issued $ 1.175 billion aggregate principal amount of 8.75% senior secured notes due February 2030 (the "8.75% Senior Secured Notes"), and we received $ 1.148 billion aggregate cash proceeds, net of issue costs. The 8.75% Senior Secured Notes are secured by a lien on the ultra-deepwater floaters *Deepwater Pontus*, *Deepwater Proteus* and *Deepwater Thalassa* and the harsh environment floaters *Transocean Enabler* and *Transocean Encourage*, together with certain related assets. Additionally, we are required to comply with certain covenants, including related to the debt and earnings attributable to the collateral rigs, and maintain certain balances in a restricted cash account to satisfy debt service requirements. We may redeem all or a portion of the 8.75% Senior Secured Notes on or prior to February 15, 2026 at a price equal to 100 percent of the aggregate principal amount plus a make whole premium, and subsequently, at specified redemption prices.

Subsequent events—In April 2024, we issued $ 900 million aggregate principal amount of 8.25% senior guaranteed notes due May 2029 (the "8.25% Senior Notes") and $ 900 million aggregate principal amount of 8.50% senior guaranteed notes due May 2031 (the "8.50% Senior Notes"), and we received $ 1.77 billion aggregate cash proceeds, net of issue costs. The 8.25% Senior Notes and the 8.50% Senior Notes are fully and unconditionally guaranteed on a senior unsecured basis by Transocean Ltd. and certain of our wholly owned subsidiaries. On or prior to May 15, 2026 and 2027, respectively, we may redeem all or a portion of the 8.25% Senior Notes and the 8.50% Senior Notes, respectively, at a price equal to 100 percent of the aggregate principal amount plus a make whole premium, and subsequently, at specified redemption prices.

Early debt retirement

During the three months ended March 31, 2023, we redeemed and retired certain notes, for which the aggregate principal amounts, cash payments and recognized loss were as follows (in millions):

	Three months ended March 31, 2023
5.375 % Senior Secured Notes due May 2023	$ 243
5.875 % Senior Secured Notes due January 2024	311
7.75 % Senior Secured Notes due October 2024	240
6.25 % Senior Secured Notes due December 2024	250
6.125 % Senior Secured Notes due August 2025	336
7.25 % Senior Notes due November 2025	—
Aggregate principal amount of debt retired	$ 1,380
Aggregate cash payment	$ 1,402
Aggregate net loss	$ (32)

Subsequent events—In April 2024, we made an aggregate cash payment of $ 873 million, including related costs, to complete a tender offer (the "Tender Offers") for $ 596 million and $ 249 million aggregate principal amount of the 11.50% senior guaranteed notes due January 2027 and the 7.25% senior notes due November 2025 (the "7.25% Senior Notes"), respectively. We also made an aggregate cash payment of $ 105 million to redeem the remaining $ 105 million aggregate principal amount of the 7.25% Senior Notes outstanding following the completion of the Tender Offers. Additionally, we made an aggregate cash payment of $ 658 million, including related costs, to fully redeem $ 569 million aggregate principal amount of the 7.50% senior notes due January 2026 and partially redeem $ 87 million aggregate principal amount of the 8.00% senior notes due February 2027.

TRANSOCEAN LTD. AND SUBSIDIARIES
NOTES TO CONDENSED CONSOLIDATED FINANCIAL STATEMENTS—continued
(Unaudited)

NOTE 8—INCOME TAXES

Tax provision and rate—In the three months ended March 31, 2024 and 2023, our effective tax rate was 206.0 percent and (12.3) percent, respectively, based on loss before income tax expense or benefit. In the three months ended March 31, 2024 and 2023, the effect of various discrete period tax items was a net tax benefit of $ 121 million and $ 11 million, respectively. In the three months ended March 31, 2024, such discrete items included changes to deferred taxes due to rig ownership changes, rig movement and contract expirations across multiple jurisdictions. In the three months ended March 31, 2023, such discrete items included expiration of various uncertain tax positions and changes to valuation allowances. In the three months ended March 31, 2024 and 2023, our effective tax rate, excluding discrete items, was 76.9 percent and (29.0) percent, respectively, based on loss before income tax expense or benefit.

Tax positions and returns—We conduct operations through our various subsidiaries in countries throughout the world. Each country has its own tax regimes with varying nominal rates, deductions and tax attributes that are subject to changes resulting from new legislation, interpretation or guidance. From time to time, as a result of these changes, we may revise previously evaluated tax positions, which could cause us to adjust our recorded tax assets and liabilities. Tax authorities in certain jurisdictions are examining our tax returns and, in some cases, have issued assessments. We intend to defend our tax positions vigorously. Although we can provide no assurance as to the outcome of the aforementioned changes, examinations or assessments, we do not expect the ultimate liability to have a material adverse effect on our condensed consolidated statement of financial position or results of operations; however, it could have a material adverse effect on our condensed consolidated statement of cash flows.

Brazil tax investigations—In December 2005, the Brazilian tax authorities began issuing tax assessments with respect to our tax returns for the years 2000 through 2004. In May 2014, the Brazilian tax authorities issued an additional tax assessment for the years 2009 and 2010. We filed protests with the Brazilian tax authorities for the assessments and are engaged in the appeals process, and a portion of two cases were favorably closed. As of March 31, 2024, the remaining aggregate tax assessment, including interest and penalties, was for corporate income tax of BRL 704 million, equivalent to $ 140 million, and indirect tax of BRL 91 million, equivalent to $ 18 million. We believe our returns are materially correct as filed, and we are vigorously contesting these assessments. An unfavorable outcome on these proposed assessments could have a material adverse effect on our condensed consolidated statement of financial position, results of operations or cash flows.

NOTE 9—EARNINGS (LOSS) PER SHARE

The computation of basic and diluted earnings (loss) per share was as follows (in millions, except per share data):

	Three months ended March 31,			
	2024		2023	
	Basic	Diluted	Basic	Diluted
Numerator for earnings (loss) per share				
Net income (loss) attributable to controlling interest	$ 98	$ 98	$ (465)	$ (465)
Effect of interest expense on convertible debt instruments	—	10	—	—
Earnings (loss) for per share calculation	$ 98	108	$ (465)	(465)
Denominator for earnings (loss) per share				
Weighted-average shares outstanding	819	819	728	728
Effect of convertible debt instruments	—	120	—	—
Effect of share-based awards	—	9	—	—
Effect of warrants	—	7	—	—
Weighted-average shares for per share calculation	819	955	728	728
Earnings (loss) per share	$ 0.12	$ 0.11	$(0.64)	$ (0.64)

We excluded from the computation certain shares issuable as follows because the effect would have been antidilutive (in millions):

	Three months ended March 31,	
	2024	2023
Exchangeable bonds	—	183
Share-based awards	4	24
Warrants	—	9

NOTE 10—CONTINGENCIES

Legal proceedings

Asbestos litigation—In 2014, several of our subsidiaries were named, along with numerous other unaffiliated defendants, in complaints filed in Louisiana. The plaintiffs, former employees of some of the defendants, generally allege that the defendants used or manufactured asbestos containing drilling mud additives for use in connection with drilling operations, claiming negligence, products liability, strict liability and claims allowed under the Jones Act and general maritime law. One of our subsidiaries has been named in similar complaints filed in Illinois, Missouri and California. As of March 31, 2024, six plaintiffs have claims pending in Louisiana and 17 plaintiffs in the aggregate have claims pending in either Illinois, Missouri, or California, in which we have or may have an interest. We intend to defend these lawsuits vigorously, although we can provide no assurance as to the outcome. We historically have maintained broad liability insurance, although we can provide no assurance as to whether insurance will cover the liabilities, if any, arising out of these claims. Based on our evaluation of the exposure to date, we do not expect the liability, if any, resulting from these claims to have a material adverse effect on our condensed consolidated statement of financial position, results of operations or cash flows.

One of our subsidiaries was named as a defendant, along with numerous other companies, in lawsuits arising out of the subsidiary's manufacture and sale of heat exchangers, and involvement in the construction and refurbishment of major industrial complexes alleging bodily injury or personal injury as a result of exposure to asbestos. As of March 31, 2024, the subsidiary was a defendant in approximately 269 lawsuits with a corresponding number of plaintiffs. For many of these lawsuits, we have not been provided sufficient information from the plaintiffs to determine whether all or some of the plaintiffs have claims against the subsidiary, the basis of any such claims, or the nature of their alleged injuries. The operating assets of the subsidiary were sold in 1989. In December 2021, the subsidiary and certain insurers agreed to a settlement of outstanding disputes that provide the subsidiary with cash. An earlier settlement, achieved in September 2018, provided the subsidiary with cash and an annuity that begins making payments in 2024. Together with a coverage-in-place agreement with certain insurers and additional coverage issued by other insurers, we believe the subsidiary has sufficient resources to respond to both the current lawsuits as well as future lawsuits of a similar nature. While we cannot predict or provide assurance as to the outcome of these matters, we do not expect the ultimate liability, if any, resulting from these claims to have a material adverse effect on our condensed consolidated statement of financial position, results of operations or cash flows.

Other matters—We are involved in various regulatory matters and a number of claims and lawsuits, asserted and unasserted, all of which have arisen in the ordinary course of our business. We do not expect the liability, if any, resulting from these other matters to have a material adverse effect on our consolidated statement of financial position, results of operations or cash flows. We cannot predict with certainty the outcome or effect of any of the litigation matters specifically described above or of any such other pending, threatened, or possible litigation or liability. We can provide no assurance that our beliefs or expectations as to the outcome or effect of any tax, regulatory, lawsuit or other litigation matter will prove correct and the eventual outcome of these matters could materially differ from management's current estimates.

Environmental matters

We have certain potential liabilities under the Comprehensive Environmental Response, Compensation, and Liability Act ("CERCLA") and similar state acts regulating cleanup of hazardous substances at various waste disposal sites, including those described below. CERCLA is intended to expedite the remediation of hazardous substances without regard to fault. Potentially responsible parties ("PRPs") for each site include present and former owners and operators of, transporters to and generators of the substances at the site. It is difficult to quantify the potential cost of environmental matters and remediation obligations. Liability is strict and can be joint and several.

One of our subsidiaries was named as a PRP in connection with a site located in Santa Fe Springs, California, known as the Waste Disposal, Inc. site. We and other PRPs agreed, under a participation agreement with the U.S. Environmental Protection Agency (the "EPA") and the U.S. Department of Justice, to settle our potential liabilities by remediating the site. The remedial action for the site was completed in 2006. Our share of the ongoing operating and maintenance costs has been insignificant, and we do not expect any additional potential liabilities to be material. Resolutions of other claims by the EPA, the involved state agency or PRPs are at various stages of investigation. Nevertheless, based on available information with respect to all environmental matters, including all related pending legal proceedings, asserted legal claims and known potential legal claims that are likely to be asserted, we do not expect the ultimate liability, if any, resulting from such matters, to have a material adverse effect on our condensed consolidated statement of financial position, results of operations or cash flows.

NOTE 11—FINANCIAL INSTRUMENTS

Overview—The carrying amounts and fair values of our financial instruments were as follows (in millions):

	March 31, 2024		December 31, 2023	
	Carrying amount	Fair value	Carrying amount	Fair value
Cash and cash equivalents	$ 446	$ 446	$ 762	$ 762
Restricted cash and cash equivalents	270	270	233	233
Long-term loans receivable from unconsolidated affiliates	9	8	6	6
Total debt	7,265	7,246	7,413	7,308

Cash and cash equivalents—Our cash and cash equivalents are primarily invested in demand deposits, short-term time deposits and money market funds. The carrying amount of our cash and cash equivalents represents the historical cost, plus accrued interest, which approximates fair value because of the short maturities of the instruments.

Restricted cash and cash equivalents—Our restricted cash and cash equivalents, which are subject to restrictions due to collateral requirements, legislation, regulation or court order, are primarily invested in demand deposits and money market funds. The carrying amount of our restricted cash and cash equivalents represents the historical cost, plus accrued interest, which approximates fair value because of the short maturities of the instruments.

Long-term loans receivable from unconsolidated affiliates—The carrying amount of our long-term loans receivable from unconsolidated affiliates, recorded in other assets, represents the principal amount of the cash investment. We estimated the fair value of our long-term loans receivable from unconsolidated affiliates using significant unobservable inputs, representative of Level 3 fair value measurements, including the terms and credit spreads for the instruments.

Total debt—The carrying amount of our total debt represents the principal amount, contractual interest payments of previously restructured debt and unamortized discounts, premiums and issue costs. The carrying amount and fair value of our total debt includes amounts related to certain exchangeable debt instruments (see Note 7—Debt). We estimated the fair value of our total debt using significant other observable inputs, representative of Level 2 fair value measurements, including the terms and credit spreads for the instruments and, with respect to the exchangeable debt instruments, the expected volatility of the market price for our shares.

ITEM 2. MANAGEMENT'S DISCUSSION AND ANALYSIS OF FINANCIAL CONDITION AND RESULTS OF OPERATIONS

FORWARD-LOOKING INFORMATION

The statements included in this quarterly report regarding future financial performance and results of operations and other statements that are not historical facts are forward-looking statements within the meaning of Section 27A of the United States ("U.S.") Securities Act of 1933 and Section 21E of the U.S. Securities Exchange Act of 1934. Forward-looking statements in this quarterly report include, but are not limited to, statements about the following subjects:

- the effect of any disputes and actions with respect to production levels by, among or between major oil and gas producing countries and any expectations we may have with respect thereto;
- our results of operations, our cash flow from operations, our revenue efficiency and other performance indicators and optimization of rig-based spending;
- the offshore drilling market, including the effects of variations in commodity prices, supply and demand, utilization rates, dayrates, customer drilling programs, stacking and reactivation of rigs, effects of new rigs on the market, the impact of changes to regulations in jurisdictions in which we operate and changes in the global economy or market outlook for our industry, our rig classes or the various geographies in which we operate;
- customer drilling contracts, including contract backlog, force majeure provisions, contract awards, commencements, extensions, cancellations, terminations, renegotiations, contract option exercises, contract revenues, early termination fees, indemnity provisions and rig mobilizations;
- the addition of renewable or other energy alternatives to meet local, regional or global demand for energy, the commitment, by us or our customers, to reduce greenhouse gas emissions or operating intensity thereof;
- liquidity, including availability under our bank credit agreement, and adequacy of cash flows for our obligations;
- debt levels, including interest rates, credit ratings and our evaluation or decisions with respect to any potential liability management transactions or strategic alternatives intended to prudently manage our liquidity, debt maturities and other aspects of our capital structure and any litigation, potential or alleged defaults and discussions with creditors related thereto;
- newbuild, upgrade, shipyard, reactivations and other capital projects, including the level of expected capital expenditures and the timing and cost of completing capital projects, delivery and operating commencement dates, relinquishment or abandonment, expected downtime and lost revenues;
- the cost and timing of acquisitions, reactivations and the proceeds and timing of dispositions;
- tax matters, including our effective tax rate, uncertain tax positions, changes in tax laws, treaties and regulations, tax assessments, tax incentive programs and liabilities for tax issues in the tax jurisdictions in which we operate or have a taxable presence;
- legal and regulatory matters, including results and effects of current or potential legal proceedings and governmental audits and assessments, outcomes and effects of internal and governmental investigations, customs and environmental matters;
- insurance matters, risk tolerance and risk response, including adequacy and solvency of insurance, renewal of insurance, insurance proceeds and cash investments of our wholly owned captive insurance company;
- effects of accounting changes and adoption of accounting policies; and
- investment in recruitment, retention and personnel development initiatives, the timing of, and other matters concerning, severance payments, benefit payments and maintaining agreements with labor unions.

Forward-looking statements in this quarterly report are identifiable by use of the following words and other similar expressions:

- anticipates
- budgets
- estimates
- forecasts
- may
- plans
- projects
- should
- believes
- could
- expects
- intends
- might
- predicts
- scheduled

Such statements are subject to numerous risks, uncertainties and assumptions, including, but not limited to:

- those described under "Item 1A. Risk Factors" included in Part I of our annual report on Form 10-K for the year ended December 31, 2023;
- the effects of actions by, or disputes among or between, members of the Organization of Petroleum Exporting Countries and other oil and natural gas producing countries with respect to production levels or other matters related to the prices of oil and natural gas;
- the adequacy of and access to our sources of liquidity;
- our inability to renew drilling contracts at comparable, or improved, dayrates and to obtain drilling contracts for our rigs that do not have contracts;
- operational performance;
- the cancellation of drilling contracts currently included in our reported contract backlog;
- losses on impairment of long-lived assets;
- shipyard, construction and other delays;
- the results of meetings of our shareholders;
- changes in political, social and economic conditions;
- the effect and results of litigation, regulatory matters, settlements, audits, assessments and contingencies;
- the effects of public health threats, pandemics and epidemics and the potential adverse impacts thereof; and
- other factors discussed in this quarterly report and in our other filings with the U.S. Securities and Exchange Commission ("SEC"), which are available free of charge on the SEC website at *www.sec.gov*.

The foregoing risks and uncertainties are beyond our ability to control, and in many cases, we cannot predict the risks and uncertainties that could cause our actual results to differ materially from those indicated by the forward-looking statements. Should one or more of these risks or uncertainties materialize, or should underlying assumptions prove incorrect, actual results may vary materially from those indicated. All subsequent written and oral forward-looking statements attributable to us or to persons acting on our behalf are expressly qualified in their entirety by reference to these risks and uncertainties. You should not place undue reliance on forward-looking statements. Each forward-looking statement speaks only as of the date of the particular statement. We expressly disclaim any obligations or undertaking to release publicly any updates or revisions to any forward-looking statement to reflect any change in our expectations or beliefs with regard to the statement or any change in events, conditions or circumstances on which any forward-looking statement is based, except as required by law.

INTRODUCTION

Transocean Ltd. (together with its subsidiaries and predecessors, unless the context requires otherwise, "Transocean," "we," "us" or "our") is a leading international provider of offshore contract drilling services for oil and gas wells. As of April 23, 2024, we owned or had partial ownership interests in and operated 36 mobile offshore drilling units, consisting of 28 ultra-deepwater floaters and eight harsh environment floaters. Additionally, as of April 23, 2024, we were constructing one ultra-deepwater drillship.

We provide, as our primary business, contract drilling services in a single operating segment, which involves contracting our mobile offshore drilling rigs, related equipment and work crews to drill oil and gas wells. We specialize in technically demanding regions of the global offshore drilling business with a particular focus on ultra-deepwater and harsh environment drilling services. Our drilling fleet is one of the most versatile fleets in the world, consisting of drillships and semisubmersible floaters used in support of offshore drilling activities and offshore support services on a worldwide basis.

We perform contract drilling services by deploying our high-specification fleet in a single, global market that is geographically dispersed in oil and gas exploration and development areas throughout the world. Although rigs can be moved from one region to another, the cost of moving rigs and the availability of rig-moving vessels may cause the supply and demand balance to fluctuate somewhat between regions. Still, significant variations between regions do not tend to persist long term because of rig mobility. The location of our rigs and the allocation of resources to operate, build or upgrade our rigs are determined by the activities and needs of our customers.

Our discussion and analysis of our financial condition, operating results and liquidity and capital resources are based upon, and should be read in conjunction with, our condensed consolidated financial statements and the notes thereto, included under "Item 1. Financial Statements" in this quarterly report on Form 10-Q and with "Part II. Item 7. Management's Discussion and Analysis of Financial Condition and Results of Operations" in our annual report on Form 10-K for the year ended December 31, 2023.

HIGHLIGHTS

Disposal of assets held for sale—In February 2024, we completed the sale of the harsh environment floaters *Paul B. Loyd, Jr.* and *Transocean Leader*, together with related assets. In the three months ended March 31, 2024, we received aggregate net cash proceeds of $43 million associated with the disposal of these assets. See "—Operating Results," "—Liquidity and Capital Resources—Sources and uses of liquidity".

Secured credit facility—In April 2024, we further amended the Secured Credit Facility to, among other things, (a) extend the maturity date from to June 22, 2025 to June 22, 2028 and (b) reduce the borrowing capacity from $600 million to $576 million through June 22, 2025, and thereafter reduce the borrowing capacity to $510 million through June 22, 2028 (the "Amended Secured Credit Facility"). See "—Liquidity and Capital Resources—Sources and uses of liquidity."

Debt issuance—In April 2024, we issued $900 million aggregate principal amount of 8.25% senior guaranteed notes due May 2029 and $900 million aggregate principal amount of 8.50% senior guaranteed notes due May 2031, and we received $1.77 billion aggregate cash proceeds, net of issue costs. See "—Liquidity and Capital Resources—Sources and uses of liquidity."

Debt redemption and tender offers—In April 2024, we made an aggregate cash payment of $873 million, including related costs, to complete a tender offer (the "Tender Offers") for $596 million and $249 million aggregate principal amount of the 11.50% senior guaranteed notes due January 2027 and the 7.25% senior notes due November 2025 (the "7.25% Senior Notes"), respectively. We also made an aggregate cash payment of $105 million to redeem the remaining $105 million aggregate principal amount of the 7.25% Senior Notes outstanding following the completion of the Tender Offers. Additionally, we made an aggregate cash payment of $658 million, including related costs, to fully redeem $569 million aggregate principal amount of the 7.50% senior notes due January 2026 and partially redeem $87 million aggregate principal amount of the 8.00% senior notes due February 2027. See "—Liquidity and Capital Resources—Sources and uses of liquidity."

OUTLOOK

Drilling market—Our industry outlook is positive based upon underlying economic factors, including numerous long-term forecasts that indicate hydrocarbons will continue to be a critical source of energy for the foreseeable future, despite significant relative growth in alternative energy technologies, which remain less economical versus hydrocarbons. Economic forecasts indicate that countries that are not members of the Organization for Economic Co-operation and Development will continue to experience population growth and improvement in living standards, which will compound the increase in energy demand for the foreseeable future. We believe that these factors will contribute to robust demand for oil and gas.

The existing supply of oil and gas is depleting and requires replenishment. The replacement of reserves remains critically important given the significant underinvestment during the last several years and the challenges to new exploration and production investments imposed on many industry participants by investors and the governments of oil and gas producing nations. Additionally, energy security will remain an important geopolitical factor across Europe, the U.S. and elsewhere with the growing understanding that hydrocarbons are not easily displaced by alternatives for much of the world's energy needs.

With deepwater and harsh environment fields generating favorable economic returns and relatively lower carbon intensity than other hydrocarbon sources, we expect a significant portion of the required spending in fossil fuel development will continue to be allocated to deepwater and harsh environment projects. Although the price for oil may continue to exhibit volatility in response to several factors outside of our control, including uncertainty about future output from the major oil and gas producing countries, interest rate changes, geopolitical events and global economic growth, we nevertheless expect prices to remain at levels that are robustly supportive of investment in deepwater and harsh environment exploration and development projects.

Significantly reduced offshore contracting activity during the previous downcycle has also resulted in a much smaller marketable global fleet of floating rigs available to meet the current upcycle in expected customer demands, specifically with respect to the highest specification drilling units preferred by many of our customers for their projects. In recent quarters, marketable supply and demand for deepwater and harsh environment rigs has become more balanced. Customers are now planning further into the future to ensure availability of rigs for their drilling programs and are signing contracts with longer lead times and durations, as well as higher dayrates. Our customers continue to pursue offshore projects in deepwater and harsh environments where rates of return and production volumes are anticipated to be very attractive, which is reflected in the resumption of postponed projects, commencement of new drilling and exploration campaigns and extensions of current drilling campaigns.

Offshore drilling activity remains robust in every major ultra-deepwater geographic sector. Several new exploration and development programs have commenced as our customers return their focus to reserve replacement. Consequently, tendering activity improved meaningfully during 2023 and several multi-year tenders and direct negotiations for work in Brazil, West Africa, North America and Australia were awarded. Many tenders remain active and are expected to be awarded in the first half of 2024.

South America, the U.S. Gulf of Mexico and, increasingly, Africa are key ultra-deepwater market sectors. In the last two years, we observed sustained increases in dayrates for projects in the U.S. Gulf of Mexico and Brazil. We continue to see these trends expand to other deepwater sectors.

In Norway, the largest market for harsh environment rigs, we anticipate demand will accelerate and extend through at least 2027, primarily due to previously enacted Norwegian tax incentive programs. Several rigs have departed the region to work in other emerging harsh environment regions that require high-specification, high-efficiency semisubmersibles. Contract durations, including subsequent extensions, on most of these units could make them unavailable to relocate for the foreseeable future. We believe that these and other factors affecting supply and demand for drilling rigs are likely to have a favorable influence on dayrates and contracting terms as competition increases for high-specification, high-efficiency semisubmersibles.

As we project that this increased demand for both our asset groups will be sustained in the coming years, and as there are now fewer high-specification offshore drilling rigs capable of operating in these markets, we believe this demand may prompt the reactivation of cold stacked rigs and the delivery of remaining stranded newbuild assets.

Fleet status—We refer to the availability of our rigs in terms of the uncommitted fleet rate. The uncommitted fleet rate is defined as the number of uncommitted days divided by the total number of rig calendar days in the measurement period, expressed as a percentage. An uncommitted day is defined as a calendar day during which a rig is idle or stacked, is not contracted to a customer and is not committed to a shipyard. The uncommitted fleet rates exclude the effect of priced options. As of April 17, 2024, the uncommitted fleet rates for the remainder of 2024 and each of the four years in the period ending December 31, 2028 were as follows:

	2024	2025	2026	2027	2028
Uncommitted fleet rate					
Ultra-deepwater floaters	43 %	54 %	69 %	79 %	92 %
Harsh environment floaters	24 %	33 %	67 %	89 %	100 %

PERFORMANCE AND OTHER KEY INDICATORS

Contract backlog—We believe our industry leading contract backlog sets us apart from the competition and provides indicators of our future revenue-earning opportunities. Contract backlog is defined as the maximum contractual operating dayrate multiplied by the number of days remaining in the firm contract period, excluding revenues for mobilization, demobilization, contract preparation, other incentive provisions or reimbursement revenues, which are not expected to be material to our contract drilling revenues. The contract backlog represents the maximum contract drilling revenues that can be earned considering the contractual operating dayrate in effect during the firm contract period. The contract backlog for our fleet was as follows:

	April 17 2024	February 14, 2024	April 18 2023
		(in millions)	
Contract backlog			
Ultra-deepwater floaters	$ 6,850	$ 6,951	$ 7,084
Harsh environment floaters	2,006	2,057	1,505
Total contract backlog	$ 8,856	$ 9,008	$ 8,589

Our contract backlog includes only firm commitments, including amounts associated with our contracted newbuild unit under construction, which are represented by signed drilling contracts or, in some cases, by other definitive agreements awaiting contract execution. It does not include conditional agreements and options to extend firm commitments.

The contractual operating dayrate may be higher than the actual dayrate we ultimately receive because an alternative contractual dayrate, such as a waiting-on-weather rate, repair rate, standby rate or force majeure rate, may apply under certain circumstances. The contractual operating dayrate may also be higher than the actual dayrate we ultimately receive because of a number of factors, including rig downtime or suspension of operations. In certain contracts, the actual dayrate may be reduced to zero if, for example, repairs extend beyond a stated period of time.

Average daily revenue—We believe average daily revenue provides a comparative measurement unit for our revenue-earning performance. Average daily revenue is defined as operating revenues, excluding revenues for contract terminations, reimbursements and contract intangible amortization, earned per operating day. An operating day is defined as a day for which a rig is contracted to earn a dayrate during the firm contract period after operations commence. The average daily revenue for our fleet was as follows:

	Three months ended		
	March 31, 2024	December 31, 2023	March 31, 2023
Average daily revenue			
Ultra-deepwater floaters	$ 422,900	$ 432,100	$ 360,000
Harsh environment floaters	$ 367,900	$ 354,700	$ 376,000
Total fleet average daily revenue	$ 408,200	$ 407,800	$ 364,100

Our average daily revenue fluctuates relative to market conditions and our revenue efficiency. The average daily revenue may be affected by incentive performance bonuses or penalties or demobilization fee revenues. Revenues for a newbuild unit are included in the calculation when the rig commences operations upon acceptance by the customer. We remove a rig from the calculation upon disposal or classification as held for sale, unless we continue to operate the rig, in which case we remove the rig upon completion or novation of the contract.

Revenue efficiency—We believe revenue efficiency measures our ability to ultimately convert our contract backlog into revenues. Revenue efficiency is defined as actual operating revenues, excluding revenues for contract terminations and reimbursements, for the measurement period divided by the maximum revenue calculated for the measurement period, expressed as a percentage. Maximum revenue is defined as the greatest amount of contract drilling revenues the drilling unit could earn for the measurement period, excluding revenues for incentive provisions, reimbursements and contract terminations. The revenue efficiency rates for our fleet were as follows:

	Three months ended		
	March 31, 2024	December 31, 2023	March 31, 2023
Revenue efficiency			
Ultra-deepwater floaters	92.7 %	96.8 %	97.4 %
Harsh environment floaters	93.3 %	97.6 %	98.7 %
Total fleet average revenue efficiency	92.9 %	97.0 %	97.8 %

Our revenue efficiency rate varies due to revenues earned under alternative contractual dayrates, such as a waiting-on-weather rate, repair rate, standby rate, force majeure rate or zero rate, that may apply under certain circumstances. Our revenue efficiency rate is also affected by incentive performance bonuses or penalties. We include newbuilds in the calculation when the rigs commence operations upon acceptance by the customer. We exclude rigs that are not operating under contract, such as those that are stacked.

Rig utilization—We present our rig utilization as an indicator of our ability to secure work for our fleet. Rig utilization is defined as the total number of operating days divided by the total number of rig calendar days in the measurement period, expressed as a percentage. The rig utilization rates for our fleet were as follows:

	Three months ended		
	March 31, 2024	December 31, 2023	March 31, 2023
Rig utilization			
Ultra-deepwater floaters	51.2 %	46.8 %	52.5 %
Harsh environment floaters	62.0 %	66.7 %	50.1 %
Total fleet average rig utilization	53.7 %	51.6 %	51.9 %

Our rig utilization rate declines as a result of idle and stacked rigs and during shipyard, contract preparation and mobilization periods. We include newbuilds in the calculation when the rigs commence operations upon acceptance by the customer. We remove a rig from the calculation upon disposal or classification as held for sale, unless we continue to operate the rig, in which case we remove the rig upon completion or novation of the contract. Accordingly, our rig utilization can increase when we remove idle or stacked units from our fleet.

OPERATING RESULTS

Three months ended March 31, 2024 compared to the three months ended March 31, 2023

The following is an analysis of our operating results. See "— Performance and Other Key Indicators" for definitions of operating days, average daily revenue, revenue efficiency and rig utilization.

	Three months ended March 31,			
	2024	2023	Change	% Change
	(In millions, except day amounts and percentages)			
Operating days	1,785	1,750	35	2 %
Average daily revenue	$ 408,200	$ 364,100	$ 44,100	12 %
Revenue efficiency	92.9 %	97.8 %		
Rig utilization	53.7 %	51.9 %		
Contract drilling revenues	$ 763	$ 649	$ 114	18 %
Operating and maintenance expense	(523)	(409)	(114)	(28)%
Depreciation and amortization expense	(185)	(182)	(3)	(2)%
General and administrative expense	(52)	(45)	(7)	(16)%
Loss on disposal of assets, net	(6)	(170)	164	96 %
Operating loss	(3)	(157)	154	98 %
Other income (expense), net				
Interest income	15	19	(4)	(21)%
Interest expense, net of amounts capitalized	(117)	(249)	132	53 %
Loss on retirement of debt	—	(32)	32	nm
Other, net	12	5	7	nm
Loss before income tax (expense) benefit	(93)	(414)	321	78 %
Income tax (expense) benefit	191	(51)	242	nm
Net income (loss)	$ 98	$ (465)	$ 563	nm

"nm" means not meaningful.

Contract drilling revenues—Contract drilling revenues increased for the three months ended March 31, 2024, compared to the three months ended March 31, 2023, primarily due to the following: (a) approximately $80 million resulting from higher average daily revenues, (b) approximately $35 million resulting from increased activity for the operations of the harsh environment floater *Transocean Norge,* (c) approximately $25 million resulting from the operations of our newbuild ultra-deepwater floater *Deepwater Titan* placed into service in May 2023 and (d) approximately $10 million resulting from higher reimbursement revenues. These increases were partially offset by the following: (a) approximately $20 million resulting from decreased utilization, (b) approximately $10 million resulting from lower revenue efficiency for the rest of the fleet and (c) approximately $5 million resulting from the sale of the harsh environment floater *Paul B. Loyd, Jr.* in the three months ended March 31, 2024.

Costs and expenses—Operating and maintenance costs and expenses increased for the three months ended March 31, 2024, compared to the three months ended March 31, 2023, primarily due to the following: (a) approximately $30 million resulting from increased activity for the operations and leasing of *Transocean Norge*, (b) approximately $15 million resulting from higher contract preparation costs, (c) approximately $15 million resulting from the operations of our newbuild ultra-deepwater floater *Deepwater Titan*, (d) approximately $15 million resulting from the effect of inflation on personnel and other operating costs, (e) approximately $15 million resulting from incremental in-service costs related to additional services and contract preparation cost recognition and (f) approximately $10 million resulting from higher reimbursable costs.

General and administrative costs and expenses increased for the three months ended March 31, 2024, compared to the three months ended March 31, 2023, primarily due to $5 million of increased personnel costs.

Loss on disposal of assets—In the three months ended March 31, 2023, we recognized a loss of $169 million associated with our non-cash contribution of the ultra-deepwater drillship *Ocean Rig Olympia* and related assets for a noncontrolling ownership interest in Global Sea Mineral Resources NV. In the three months ended March 31, 2024 and 2023, we recognized an aggregate net loss of $6 million and $1 million, respectively, associated with the disposal of assets unrelated to rig sales.

Other income and expense—Interest expense, net of amounts capitalized, decreased in the three months ended March 31, 2024, compared to the three months ended March 31, 2023, primarily due to the following: (a) $143 million decreased interest resulting from the change to the fair value of the bifurcated compound exchange feature embedded in the indenture governing the 4.625% senior guaranteed exchangeable bonds due September 2029 and (b) $11 million decreased interest resulting from debt repaid as scheduled or early retired since January 1, 2023, partially offset by, (c) $14 million increased interest resulting from debt issued since January 1, 2023 and (d) $12 million increased interest resulting from reduced interest costs capitalized for our newbuild construction program.

In the three months ended March 31, 2023, we recognized an aggregate net loss of $32 million associated with the early retirement of $1.38 billion aggregate principal amount of our debt securities.

Other income, net, increased in the three months ended March 31, 2024, compared to the three months ended March 31, 2023, primarily due to (a) decreased loss of $11 million associated with equity in earnings of our equity investments and (b) an increased gain of $5 million resulting from net changes to currency exchange rates, partially offset by (c) reduced income of $7 million associated with management and service fees from our unconsolidated affiliates.

Income tax expense or benefit—In the three months ended March 31, 2024 and 2023, our effective tax rate was 206.0 percent and (12.3) percent, respectively, based on loss before income tax expense or benefit. In the three months ended March 31, 2024 and 2023, the effect of various discrete period tax items was a net tax benefit of $121 million and $11 million, respectively. In the three months ended March 31, 2024, such discrete items included changes to deferred taxes due to rig ownership changes, rig movement and contract expirations across multiple jurisdictions. In the three months ended March 31, 2023, such discrete items included expiration of various uncertain tax positions and changes to valuation allowances. In the three months ended March 31, 2024 and 2023, our effective tax rate, excluding discrete items, was 76.9 percent and (29.0) percent, respectively, based on loss before income tax expense or benefit.

Due to our operating activities and organizational structure, our income tax expense does not change proportionally with our income before income taxes. Significant decreases in our income before income taxes typically lead to higher effective tax rates, while significant increases in income before income taxes can lead to lower effective tax rates, subject to the other factors impacting income tax expense noted above. With respect to the effective tax rate calculation for the three months ended March 31, 2024, a significant portion of our income tax expense was generated in countries in which income taxes are imposed or treated to be imposed on gross revenues with the most significant of these countries being Angola and India. Conversely, the countries in which we incurred the most significant income taxes during this period that were based on income before income tax include the U.S., Hungary, Brazil, Cyprus, Australia, Norway and Switzerland. Our rig operating structures further complicate our tax calculations, especially in instances where we have more than one operating structure for the taxing jurisdiction and, thus, more than one method of calculating taxes depending on the operating structure utilized by the rig under the contract.

LIQUIDITY AND CAPITAL RESOURCES

Sources and uses of cash

At March 31, 2024, we had $446 million in unrestricted cash and cash equivalents and $270 million in restricted cash and cash equivalents. In the three months ended March 31, 2024, our primary sources of cash were net cash proceeds from disposal of assets. Our primary uses of cash were repayments of debt, net cash used in operating activities and capital expenditures.

	Three months ended March 31,		
	2024	2023	Change
		(in millions)	
Cash flows from operating activities			
Net income (loss)	$ 98	$ (465)	$ 563
Non-cash items, net	50	607	(557)
Changes in operating assets and liabilities, net	(234)	(189)	(45)
	$ (86)	$ (47)	$ (39)

Net cash used in operating activities increased primarily due to (a) increased cash paid to suppliers, (b) increased cash paid for interest and income taxes and (c) increased cash paid to employees, partially offset by (d) increased cash collected from customers.

	Three months ended March 31,		
	2024	2023	Change
		(in millions)	
Cash flows from investing activities			
Capital expenditures	$ (83)	$ (81)	$ (2)
Investment in loan to unconsolidated affiliate	(2)	—	(2)
Investment in equity of unconsolidated affiliate	—	(10)	10
Proceeds from disposal of assets, net	44	1	43
	$ (41)	$ (90)	$ 49

Net cash used in investing activities decreased primarily due to (a) increased proceeds from disposal of assets and (b) reduced cash invested in the debt or equity of our unconsolidated affiliates.

	Three months ended March 31,		
	2024	2023	Change
		(in millions)	
Cash flows from financing activities			
Repayments of debt	$ (151)	$ (1,564)	$ 1,413
Proceeds from issuance of debt, net of issue costs	—	1,665	(1,665)
Other, net	(1)	—	(1)
	$ (152)	$ 101	$ (253)

Net cash used in financing activities increased primarily due to (a) net cash proceeds from the issuance of $1.175 billion aggregate principal amount of 8.75% senior secured notes due February 2030 and $525 million aggregate principal amount of 8.375% senior secured notes due February 2028 in the three months ended March 31, 2023 and (b) cash used to redeem $1.38 billion aggregate principal amount of certain of our debt securities in the three months ended March 31, 2023.

Sources and uses of liquidity

Overview—We expect to use existing unrestricted cash balances, cash flows from operating activities, borrowings under our Amended Secured Credit Facility or proceeds from the disposal of assets, the issuance of debt or shares to fulfill anticipated near-term obligations, which may include capital expenditures, working capital and other operational requirements, scheduled debt maturities, or other debt-related deposits or reservations of unrestricted cash, or make other payments. At March 31, 2024, we had $446 million in unrestricted cash and cash equivalents and $270 million in restricted cash and cash equivalents. We have generated positive cash flows from operating activities over recent years and, although we cannot provide assurances, we expect that such cash flows will continue to be positive over the next year. For example, among other factors, if we incur costs for reactivation or contract preparation of multiple rigs or to otherwise assure the marketability of our fleet or general economic, financial, industry or business conditions deteriorate, our cash flows from operations may be reduced or negative.

Our Amended Secured Credit Facility, which is secured by, among other things, a lien on nine of our ultra-deepwater floaters and two of our harsh environment floaters, provides us with a borrowing capacity of $576 million through June 22, 2025 and $510 million through its extended maturity on June 22, 2028, and contains certain restrictive covenants, including a minimum guarantee coverage ratio of 3.0 to 1.0, a minimum collateral coverage ratio of 2.1 to 1.0 and a minimum liquidity requirement of $200 million, among others. The Amended Secured Credit Facility also restricts the ability of Transocean Ltd. and certain of our subsidiaries to, among other things, merge, consolidate or otherwise make changes to the corporate structure, incur liens, incur additional indebtedness, enter into transactions with affiliates and permits, subject to certain conditions, the ability to pay dividends and repurchase our shares. For more information about our Secured Credit Facility, as well as on our outstanding debt and debt transactions, see Notes to Condensed Consolidated Financial Statements—Note 7—Debt.

Although we currently anticipate relying on these sources of liquidity, including cash flows from operating activities and borrowings under our Amended Secured Credit Facility, among others, we may in the future consider establishing additional financing arrangements with banks or other capital providers, including shipyard loans, and subject to market conditions and other factors, we may be required to provide collateral for any such future financing arrangements. Additionally, our secured indentures include collateral rig leverage ratios, and in the past, during periods when certain of these rigs have experienced reduced levels of operating efficiency or utilization, we have deposited unrestricted cash into the applicable debt service reserve account to maintain compliance with the applicable covenant. We may in the future deposit a portion of our unrestricted cash or, in lieu thereof, take other actions, including seeking covenant relief or other consents of holders of certain of our secured debt, as applicable.

Debt and equity markets—From time to time, we seek to access the capital markets, including with respect to potential liability management transactions. For example, we have completed multiple debt and equity transactions, including the redemption, exchanges and retirement of existing debt, in connection with our ongoing efforts to prudently manage our capital structure and improve our liquidity position. Subject to then-existing market conditions and our expected liquidity needs, among other factors, we may use existing unrestricted cash balances, our cash flows from operating activities, or proceeds from asset sales to pursue liability management transactions, including among others, purchasing or exchanging any of our debt or equity-linked securities in the open market, in privately negotiated transactions, or through tender or exchange offers, or by redeeming any of our outstanding debt securities pursuant to the terms of the applicable governing document, if applicable. Any future purchases, exchanges or other transactions may be on the same terms or on terms that are more or less favorable to holders than the terms of any prior transaction. We can provide no assurance as to which, if any, of these alternatives, or combinations thereof, we may choose to pursue in the future, if at all, or as to the timing with respect to any future transactions. For more information about our previous debt repayment, redemption and retirement transactions during each of the three-month periods ended March 31, 2024 and 2023 and debt issuance, tender offers and redemptions completed subsequent to March 31, 2024, see Notes to Condensed Consolidated Financial Statements—Note 7—Debt.

Our ability and willingness to access the debt and equity markets is a function of a variety of factors, including, among others, general economic, industry or market conditions, market perceptions of us and our industry and credit rating agencies' views of our debt. General economic or market conditions could have an adverse effect on our business and financial position and on the business and financial position of our customers, suppliers and lenders and could affect our ability to access the capital markets on acceptable terms or at all and

our future need or ability to borrow under our Secured Credit Facility. In addition to our potential sources of funding, the effects of such global events could impact our liquidity or need to alter our allocation or sources of capital, implement further cost reduction measures and change our financial strategy. Additionally, the rating of our long-term debt is below investment grade, which is causing us to experience increased fees and interest rates under our Secured Credit Facility and indentures governing certain of our senior notes. Future downgrades may further restrict our ability to access the debt market for sources of capital and may negatively impact the cost of such capital at a time when we would like, or need, to access such markets, which could have an impact on our flexibility to react to changing economic and business conditions.

Drilling fleet—From time to time, we review possible acquisitions of businesses and drilling rigs, as well as noncontrolling ownership interests in other companies, and we may make significant future capital commitments for such purposes. We may also consider investments related to major rig upgrades, new rig construction, or the acquisition of a rig under construction. Any such acquisition or investment could involve the payment by us of a substantial amount of cash or the issuance of a substantial number of additional shares or other securities. Our failure to subsequently secure drilling contracts in these instances, if not already secured, could have an adverse effect on our results of operations or cash flows.

Historical and projected capital expenditures and non-cash capital additions for our ongoing newbuild construction projects were as follows:

	Total costs through December 31, 2023	Total costs for the three months ended March 31, 2024	Expected costs for the nine months ending December 31, 2024	Total estimated costs at completion
	(in millions)			
Deepwater Aquila (a)	$ 301	$ 45	$ 94	$ 440

(a) In September 2023, we acquired *Deepwater Aquila*, an ultra-deepwater drillship under construction for Liquila, a previously unconsolidated variable interest entity, by acquiring the outstanding ownership interests in Liquila. The seventh generation, high-specification drillship is designed to be equipped with our patented dual activity, a 1,400 short-ton hookload, large deck space, high load capacities and will be dual-stack ready. The rig is expected to commence operations under its drilling contract in mid-2024.

The ultimate amount of our capital expenditures is partly dependent upon financial market conditions, the actual level of operational and contracting activity, the costs associated with the current regulatory environment and customer requested capital improvements and equipment for which the customer agrees to reimburse us. As with any major shipyard project that takes place over an extended period of time, the actual costs, the timing of expenditures and the project completion date may vary from estimates based on numerous factors, including actual contract terms, weather, exchange rates, shipyard labor conditions, availability of suppliers to recertify equipment and the market demand for components and resources required for drilling unit construction. We intend to fund the cash requirements for our projected capital expenditures by using available cash balances, cash generated from operations and asset sales, borrowings under our Secured Credit Facility and financing arrangements with banks or other capital providers. Economic conditions and other factors could impact the availability of these sources of funding.

From time to time, we may also review the possible disposition of certain drilling assets. During the three months ended March 31, 2024, we completed the sale of two harsh environment floaters. Considering market conditions, we have previously committed to plans to sell certain lower specification drilling units for scrap value, and we may identify additional lower-specification drilling units to be sold for scrap, recycling or alternative purposes. See Notes to Condensed Consolidated Financial Statements—Note 6—Long Lived Assets.

Contractual obligations and other commercial commitments—As of March 31, 2024, there have been no material changes to our contractual obligations or other commercial commitments as previously disclosed in “Part II. Item 7. Management’s Discussion and Analysis of Financial Condition and Results of Operations” in our annual report on Form 10-K for the year ended December 31, 2023.

CRITICAL ACCOUNTING POLICIES AND ESTIMATES

For a discussion of the critical accounting policies and estimates that we use in the preparation of our condensed consolidated financial statements, see “Part II. Item 7. Management’s Discussion and Analysis of Financial Condition and Results of Operations—Critical Accounting Policies and Estimates” in our annual report on Form 10-K for the year ended December 31, 2023. As of March 31, 2024, there have been no material changes to the critical accounting policies and estimates on which our judgments, assumptions and estimates are based.

OTHER MATTERS

Regulatory matters

We occasionally receive inquiries from governmental regulatory agencies regarding our operations around the world, including inquiries with respect to various tax, environmental, regulatory and compliance matters. To the extent appropriate under the circumstances, we investigate such matters, respond to such inquiries and cooperate with the regulatory agencies. See Notes to Condensed Consolidated Financial Statements—Note 10—Contingencies.

Tax matters

We conduct operations through our various subsidiaries in countries throughout the world. Each country has its own tax regimes with varying statutory rates, deductions and tax attributes, which are subject to changes resulting from new legislation, interpretation or guidance. From time to time, as a result of these changes, we may revise previously evaluated tax positions, which could cause us to adjust our recorded tax assets and liabilities. Tax authorities in certain jurisdictions are examining our tax returns and, in some cases, have issued assessments. We intend to defend our tax positions vigorously. Although we can provide no assurance as to the outcome of the aforementioned changes, examinations or assessments, we do not expect the ultimate liability to have a material adverse effect on our condensed consolidated statement of financial position or results of operations; however, it could have a material adverse effect on our condensed consolidated statement of cash flows. See Notes to Condensed Consolidated Financial Statements—Note 8—Income Taxes.

ITEM 3. QUANTITATIVE AND QUALITATIVE DISCLOSURES ABOUT MARKET RISK

We are exposed to the following market risks: (a) interest rate risk, primarily associated with our long-term debt, including current maturities, (b) equity price risk related to certain of our exchangeable bonds and (c) currency exchange rate risk related to our international operations. As of March 31, 2024, we had no material changes to the market risks as previously disclosed in "Part II. Item 7A. Quantitative and Qualitative Disclosures About Market Risk" in our annual report on Form 10-K for the year ended December 31, 2023 .

ITEM 4. CONTROLS AND PROCEDURES

Disclosure controls and procedures—Our disclosure controls and procedures are designed to provide reasonable assurance that information required to be disclosed in our reports filed or submitted under the United States (the "U.S.") Securities Exchange Act of 1934 is (1) accumulated and communicated to our management, including our Chief Executive Officer, who is our principal executive officer, and our Chief Financial Officer, who is our principal financial officer, to allow timely decisions regarding required disclosure and (2) recorded, processed, summarized and reported within the time periods specified in the U.S. Securities and Exchange Commission's rules and forms. Under the supervision and with the participation of management, including our Chief Executive Officer and Chief Financial Officer, we performed an evaluation of the effectiveness of our disclosure controls and procedures as of the end of the period covered by this report. Based on that evaluation, our Chief Executive Officer and Chief Financial Officer concluded that our disclosure controls and procedures were effective as of March 31, 2024.

Internal control over financial reporting—There were no changes to our internal control over financial reporting during the quarter ended March 31, 2024 that have materially affected, or are reasonably likely to materially affect, our internal control over financial reporting.

PART II. OTHER INFORMATION

ITEM 1. LEGAL PROCEEDINGS

Transocean Ltd. (together with its subsidiaries and predecessors, unless the context requires otherwise, "Transocean," "we," "us," or "our") has certain actions, claims and other matters pending as discussed and reported in "Part II. Item 8. Financial Statements and Supplementary Data—Notes to Consolidated Financial Statements—Note 13—Commitments and Contingencies" and "Part II. Item 7. Management's Discussion and Analysis of Financial Condition and Results of Operations—Other Matters—Regulatory matters" in our annual report on Form 10-K for the year ended December 31, 2023. We are also involved in various tax matters as described in "Part II. Item 8. Financial Statements and Supplementary Data—Notes to Consolidated Financial Statements—Note 11—Income Taxes" and in "Part II. Item 7. Management's Discussion and Analysis of Financial Condition and Results of Operations—Other Matters—Tax matters" in our annual report on Form 10-K for the year ended December 31, 2023 . All such actions, claims, tax and other matters are incorporated herein by reference.

As of March 31, 2024, we were involved in a number of other lawsuits, regulatory matters, disputes and claims, asserted and unasserted, all of which constitute ordinary routine litigation incidental to our business and for which we do not expect the liability, if any, to have a material adverse effect on our condensed consolidated financial position, results of operations or cash flows. We cannot predict with certainty the outcome or effect of any of the matters referred to above or of any such other pending, threatened or possible litigation or legal proceedings. We can provide no assurance that our beliefs or expectations as to the outcome or effect of any lawsuit or claim or dispute will prove correct, and the eventual outcome of these matters could materially differ from management's current estimates.

On December 17, 2021, Transocean Offshore Deepwater Drilling Inc. ("TODDI"), our wholly owned subsidiary, received a letter from the U.S. Department of Justice (the "DOJ") related to alleged violations by our subsidiary of its Clean Water Act ("CWA") National Pollutant Discharge Elimination System permit for the western Gulf of Mexico ("Permit"). The alleged violations, involving seven of our drillships, were identified by the U.S. Environmental Protection Agency ("EPA") following an initial inspection in 2018 of our compliance with the Permit and the CWA and relate to deficiencies with respect to administrative monitoring and reporting obligations. In connection with the initial EPA inspection, we initiated modifications to our Permit and CWA compliance processes and maintained a dialogue with the EPA regarding the design and implementation of enhancements to these processes. At the DOJ's invitation, in an effort to resolve the matter, we initiated settlement discussions with the DOJ, which concluded with the execution of a civil consent decree by and between the DOJ, EPA, and TODDI, effective January 3, 2024 (the "Consent Decree"), that resolved the claims of the DOJ based upon the alleged violations of our Permit and the CWA. Pursuant to the Consent Decree, we agreed to pay an immaterial monetary civil penalty, and we further agreed (i) to

take or continue to take certain corrective actions to ensure current and future Permit and CWA compliance, including implementing certain procedures and submitting reports and other information, in each case according to the timelines and as described in the Consent Decree, (ii) to appoint an independent auditor to review, audit and report on our compliance with certain of our obligations thereunder, and (iii) to certain non-exclusive stipulated monetary penalties if we fail to comply with applicable provisions of the Consent Decree. We may request termination of the Consent Decree after we have (x) completed timely the civil penalty payment and any accrued stipulated penalty requirements of the Consent Decree, and (y) maintained continuous satisfactory compliance with the Consent Decree for at least three years. We do not believe that the enforcement of the Consent Decree would have a material adverse effect on our condensed consolidated financial position, results of operations or cash flows.

In addition to the legal proceedings described above, we may from time to time identify other matters that we monitor through our compliance program or in response to events arising generally within our industry and in the markets where we do business. We evaluate matters on a case-by-case basis, investigate allegations in accordance with our policies and cooperate with applicable governmental authorities. Through the process of monitoring and proactive investigation, we strive to ensure no violation of our policies, Code of Integrity or law has occurred or will occur; however, we can provide no assurance as to the outcome of these matters.

ITEM 1A. RISK FACTORS

There have been no material changes to the risk factors as previously disclosed in "Part I. Item 1A. Risk Factors" in our annual report on Form 10-K for the year ended December 31, 2023 .

ITEM 2. UNREGISTERED SALES OF EQUITY SECURITIES AND USE OF PROCEEDS

ISSUER PURCHASES OF EQUITY SECURITIES

Period	Total number of shares purchased	Average price paid per share	Total number of shares purchased as part of publicly announced plans or programs	Approximate dollar value of shares that may yet be purchased under the plans or programs (in millions) (a)
January 2024	—	$ —	—	$ 3,598
February 2024	—	—	—	3,598
March 2024	—	—	—	3,598
Total	—	$ —	—	$ 3,598

(a) In May 2009, at our annual general meeting, our shareholders approved and authorized our board of directors, at its discretion, to repurchase for cancellation any amount of our shares for an aggregate purchase price of up to CHF 3.50 billion. At March 31, 2024, the authorization remaining under the share repurchase program was for the repurchase of our outstanding shares for an aggregate purchase price of up to CHF 3.24 billion, equivalent to $3.60 billion. The share repurchase program could be suspended or discontinued by our board of directors or company management, as applicable, at any time. See "Part I. Item 2. Management's Discussion and Analysis of Financial Condition and Results of Operations—Liquidity and Capital Resources—Sources and uses of liquidity."

ITEM 3. DEFAULTS UPON SENIOR SECURITIES

Not applicable.

ITEM 4. MINE SAFETY DISCLOSURES

Not applicable.

ITEM 5. OTHER INFORMATION

In accordance with Transocean's previously announced succession planning strategy, Mr. Thad Vayda has been appointed Chief Financial Officer of Transocean effective as of May 1, 2024. Mr. Vayda will assume the responsibilities of Principal Financial Officer from Mr. Mark Mey as of such date. The appointment of Mr. Vayda is not pursuant to any agreement between him and any other person. There is no family relationship between Mr. Vayda and any director or executive officer of Transocean, and there are no transactions between Mr. Vayda and Transocean that are required to be reported under Item 404(a) of Regulation S-K. At this time, there are no changes to Mr. Vayda's compensation arrangements with Transocean.

On April 26, 2024, each of Mr. Howard Davis, Transocean's Executive Vice President, Chief Administrative Officer and Chief Information Officer, and Mr. David Tonnel, Transocean's Senior Vice President and Chief Accounting Officer, elected to retire pursuant to Transocean's 2024 voluntary early retirement plan (the "plan"). The plan was open to all eligible employees aged 55 or above who also met certain service requirements. Each of Messrs. Davis and Tonnel are expected to continue serving in their respective positions until July 31, 2024, or such other date to facilitate an orderly transition of their respective duties and responsibilities. No other executives participated in the plan.

During the three months ended March 31, 2024, no director or officer of Transocean adopted or terminated a "Rule 10b5-1 trading arrangement" or "non-Rule 10b5-1 trading arrangement," as each term is defined in Item 408(a) of Regulation S-K.

ITEM 6. EXHIBITS

The following exhibits are filed or furnished, as the case may be, in connection with this quarterly report on Form 10-Q:

NUMBER	DESCRIPTION	LOCATION
3.1	Articles of Association of Transocean Ltd.	Exhibit 3.1 to Transocean Ltd.'s Current Report on Form 8-K (Commission File No. 001-38373) filed on March 6, 2024
3.2	Organizational Regulations of Transocean Ltd., amended effective as of May 12, 2023	Exhibit 3.2 to Transocean Ltd.'s Current Report on Form 8-K (Commission File No. 001-38373) filed on May 16, 2023
4.1	First Supplemental Indenture, dated as of January 26, 2024, by and among Transocean Inc., the Additional Guarantors, the Note Parties and Truist Bank, as trustee and collateral agent, supplementing the Indenture dated as of January 31, 2023	Exhibit 4.16.1 to Transocean Ltd.'s Annual Report on Form 10-K (Commission File No. 001-38373) filed on February 21, 2024
4.2	First Supplemental Indenture, dated as of March 18, 2024, by and among Transocean Aquila Limited, the Additional Guarantors, the Note Parties and Truist Bank, as trustee and collateral agent, supplementing the Indenture dated as of October 11, 2023	Filed herewith
10.1	Terms and Conditions of 2024 Executive Equity Awards	Filed herewith
10.2	Terms and Conditions of 2024 Executive Management Team Equity Awards	Filed herewith
31.1	Certification of Chief Executive Officer pursuant to Rule 13a-14(a) of the Securities Exchange Act of 1934 and Section 302 of the Sarbanes-Oxley Act of 2002	Filed herewith
31.2	Certification of Chief Financial Officer pursuant to Rule 13a-14(a) of the Securities Exchange Act of 1934 and Section 302 of the Sarbanes-Oxley Act of 2002	Filed herewith
32.1	Certification of Chief Executive Officer pursuant to Section 906 of the Sarbanes-Oxley Act of 2002	Furnished herewith
32.2	Certification of Chief Financial Officer pursuant to Section 906 of the Sarbanes-Oxley Act of 2002	Furnished herewith
101	Interactive data files pursuant to Rule 405 of Regulation S-T formatted in Inline Extensible Business Reporting Language: (i) our condensed consolidated balance sheets as of March 31, 2024 and December 31, 2023; (ii) our condensed consolidated statements of operations for the three months ended March 31, 2024 and 2023; (iii) our condensed consolidated statements of comprehensive loss for the three months ended March 31, 2024 and 2023, (iv) our condensed consolidated statements of equity for the three months ended March 31, 2024 and 2023; (v) our condensed consolidated statements of cash flows for the three months ended March 31, 2024 and 2023; and (vi) the notes to condensed consolidated financial statements	Filed herewith
104	The cover page from our quarterly report on Form 10-Q for the quarterly period ended March 31, 2024, formatted in Inline Extensible Business Reporting Language	Filed herewith

SIGNATURES

Pursuant to the requirements of Section 13 or 15(d) of the Securities Exchange Act of 1934, the registrant has duly caused this report to be signed on its behalf by the undersigned; thereunto duly authorized, on April 30, 2024.

TRANSOCEAN LTD.

By: /s/ Mark L. Mey
Mark L. Mey
Executive Vice President and Chief Financial Officer
(Principal Financial Officer)

By: /s/ David Tonnel
David Tonnel
Senior Vice President and Chief Accounting Officer
(Principal Accounting Officer)

EXHIBIT 4.2

FIRST SUPPLEMENTAL INDENTURE

This FIRST SUPPLEMENTAL INDENTURE, dated as of March 18, 2024 (this "Supplemental Indenture") is among Transocean Aquila Limited, (the "Company"), Triton Aquila GmbH, a Swiss limited liability company (the "Additional Guarantor"), which is a subsidiary of Transocean Ltd., a Swiss corporation, Transocean DWA Limited, a Cayman Islands exempted company (the "Released Guarantor"), each of the other Note Parties (as defined in the Indenture referred to below) signatories hereto and Truist Bank, as Trustee and Collateral Agent.

RECITALS

WHEREAS, the Company, the Guarantors, the Trustee and the Collateral Agent entered into an Indenture, dated as of October 11, 2023 (as heretofore amended, supplemented or otherwise modified, the "Indenture"), providing for the issuance of the Company's 8.0000% Senior Secured Notes due 2028 (the "Securities");

WHEREAS, the Indenture provides that under certain circumstances the Additional Guarantor shall execute and deliver to the Trustee and the Collateral Agent a supplemental indenture pursuant to which the Additional Guarantor shall become a Guarantor (as defined in the Indenture);

WHEREAS, the Released Guarantor is a party to, and a Guarantor under, the Indenture;

WHEREAS, in accordance with Section 4.29 of the Indenture, substantially simultaneously herewith the Released Guarantor was replaced as Collateral Rig Owner by the Additional Guarantor, a Wholly-Owned Subsidiary of Holdings;

WHEREAS, Section 11.06 of the Indenture provides that, in connection with a transfer by a Guarantor (as Collateral Rig Owner) of the Collateral Rig in accordance with Section 4.29 of the Indenture, (i) such Guarantor shall be automatically released from its obligations under Article11 of the Indenture, and (ii) at the request of the Company, the Trustee shall execute and deliver an appropriate instrument evidencing the release of a Guarantor;

WHEREAS, the Company hereby requests the Trustee and Collateral Agent execute this Supplemental Indenture to, among other things, evidence the release of the Released Guarantor from its obligations under Article11 of the Indenture;

WHEREAS, substantially simultaneously herewith the Additional Guarantor became the Collateral Rig Owner, and it intends to contribute intercompany receivables related to the Collateral Rig and/or Earnings to its Wholly-Owned Subsidiary, the Company, in its capacity as a Collateral Rig Receivable Pledgor (as defined in the Indenture (as amended hereby));

WHEREAS, Section 10.01(a) of the Indenture provides that the Company, the other Note Parties, the Trustee and the Collateral Agent may amend or supplement the Indenture in order to make other provisions with respect to matters or questions arising under the Indenture or the other Note Documents, provided such action shall not adversely affect the interests of the Holders of the Securities in any material respect; and

WHEREAS, Section 10.01(d) of the Indenture provides that the Company, the other Note Parties, the Trustee and the Collateral Agent may amend or supplement the Indenture in order to add any additional Guarantor with respect to the Securities, without the consent of the Holders of the Securities.

NOW, THEREFORE, to comply with the provisions of the Indenture and in consideration of the above premises, the Company, the Additional Guarantor, the Released Guarantor, the other Note Parties

party hereto, the Trustee and the Collateral Agent covenant and agree for the equal and proportionate benefit of the respective Holders of the Securities as follows:

Section 1. Capitalized Terms. Capitalized terms used herein without definition shall have the meanings ascribed to them in the Indenture.

Section 2. Relation to Indenture. This Supplemental Indenture is supplemental to the Indenture and does and shall be deemed to form a part of, and shall be construed in connection with and as part of, the Indenture for any and all purposes.

Section 3. Effectiveness of Supplemental Indenture. This Supplemental Indenture shall become effective immediately upon its execution and delivery by each of the Company, the Additional Guarantor, the other Note Parties, the Trustee and the Collateral Agent.

Section 4. Release. On the date hereof and effective upon the time that the Released Guarantor was replaced as Collateral Rig Owner by the Additional Guarantor, the parties hereto agree that the Released Guarantor is (and has been automatically) released as a party to and as a Guarantor under the Indenture and that the Released Guarantor has no further obligations or liabilities as a Guarantor under the Indenture.

Section 5. Agreement to Guarantee. The Additional Guarantor hereby agrees to, and by its execution of this Supplemental Indenture hereby does, become a party to the Indenture as a Guarantor and as such shall have all of the rights and is bound by the provisions of the Indenture applicable to Guarantors to the extent provided for and subject to the limitations therein, including Article 11 thereof. The Additional Guarantor hereby unconditionally and irrevocably guarantees, jointly and severally, on a senior basis to each Holder and to the Trustee and the Collateral Agent and their successors and assigns (a) the full and punctual payment of principal of and interest on the Securities when due, whether at maturity, by acceleration, by redemption or otherwise, and all other monetary obligations of the Company under the Indenture with respect to the Securities and (b) the full and punctual performance within applicable grace periods of all other obligations of the Company under the Indenture with respect to the Securities.

Section 6. Amendments to the Indenture. The Indenture is hereby amended as follows:

(a) Section 1.01 of the Indenture is hereby amended by inserting the following new definition in the appropriate alphabetical order:

> ""Collateral Rig Receivables Pledgor" means any Wholly-Owned Subsidiary of the Collateral Rig Owner or Collateral Rig Operator; *provided* that (i) such Wholly-Owned Subsidiary owns (or intends to own) intercompany receivables related to the Collateral Rig owned and/or operated by its parent company and (ii) all of the Equity Interests of such Wholly-Owned Subsidiary are indirectly pledged (via the pledge of its parent company's Equity Interests) to the Collateral Agent to secure the Notes Obligations."

(b) The following definitions in Section 1.01 of the Indenture are hereby amended and restated in their entirety as follows:

> ""Account and Receivables Pledge Agreement" means each account and receivables pledge agreement pursuant to which the Collateral Rig Owner, the Collateral Rig Operator (other than TBL) or any Collateral Rig Receivables Pledgor grants (to the extent applicable) a security interest to the Collateral Agent for the benefit of the Secured Parties in (a) the Charter Account (if any) owned by such Person, (b) all receivables owing to the Collateral Rig Owner or the Collateral Rig Operator under the Charter (if any) or due from the Collateral Rig Operator (if any) and (c) all intercompany receivables owing to the Collateral Rig Owner, Collateral Rig Operator and/or

Collateral Rig Receivables Pledgor in substantially the form of Appendix J hereto, in each case, with such changes to such forms as are necessary or advisable to account for local law requirements or the granting of security interests in (a) and (b) only, (c) only or (a) – (c) inclusive (as applicable) in the same document."

""Collateral Grantor" means the Equity Pledgor, the Collateral Rig Owner, the Collateral Rig Operator, each Collateral Rig Receivables Pledgor (with respect to the intercompany receivables owing to such Collateral Rig Receivables Pledgor), if any, and each other Subsidiary of Holdings that becomes a party to a Security Document in connection with a Fundamental Change of the Equity Pledgor, the Collateral Rig Owner or the Collateral Rig Operator, a Collateral Rig Substitution, a Drilling Contract Substitution or a Flag Jurisdiction Transfer."

(c) Clause (9) of the definition of "Collateral and Guaranty Requirements" in the Indenture is hereby amended by inserting the following text after the first reference therein to "Collateral Rig Operator (other than TBL)":

"and each Collateral Rig Receivables Pledgor (with respect to the intercompany receivables owing to such Collateral Rig Receivables Pledgor that relate to the Earnings from the Collateral Rig), if any,"

(d) Clause (9) of the definition of "Collateral and Guaranty Requirements" in the Indenture is hereby further amended by inserting the following text after "owing to the Collateral Rig Owner and/or the Collateral Rig Operator (other than TBL)":

"or such Collateral Rig Receivables Pledgor, if any,"

(e) Clause (14) of the definition of "Collateral and Guaranty Requirements" in the Indenture is hereby amended by inserting the following text after "Fundamental Change":

", initial contribution of Earnings and/or intercompany receivables to a Collateral Rig Receivables Pledgor,"

(f) Clause (a) of Section 4.04 of the Indenture is hereby amended by inserting the following text after "operation of law":

"and, if the Company is a Collateral Rig Receivables Pledgor, Liens in favor of the Collateral Agent that secure the Notes Obligations"

(g) Clause (b) of Section 4.04 of the Indenture is hereby amended by inserting the following text after "Collateral Rig Operator (other than TBL)":

", the Collateral Rig Receivables Pledgors"

(h) Clause (c) of Section 4.04 of the Indenture is hereby amended by inserting the following text after "Collateral Rig Owner":

", the Collateral Rig Receivables Pledgors,"

(i) Clause (b) of Section 4.05 of the Indenture is hereby amended by replacing the text "The Collateral Rig Owner shall not Incur" with the following:

"The Collateral Rig Owner and each Collateral Rig Receivables Pledgor shall not Incur"

(j) The proviso at the end of Section 4.06(a) of the Indenture is hereby amended by inserting the following text after "the Collateral Rig Owner":

", any Collateral Rig Receivables Pledgor"

(k) Clause (a)(3) of Section 4.09 of the Indenture is hereby amended by inserting the following text after "Collateral Rig Owner":

", the Collateral Rig Receivables Pledgors"

(l) Clause (a)(4) of Section 4.09 of the Indenture is hereby amended by inserting the following text after "Collateral Rig Owner":

", the Collateral Rig Receivables Pledgors"

(m) Section 4.10 of the Indenture is hereby amended and restated in its entirety to read as follows:

> "Section 4.10 Trustee Inspection Rights. Upon reasonable notice from the Trustee (acting at direction of Holders of not less than a majority in aggregate principal amount of the Outstanding Securities), Holdings will cause the Company, the Collateral Rig Receivables Pledgors, the Collateral Rig Owner and the Collateral Rig Operator to permit the Trustee (and such Persons acting for the Trustee as the Trustee may reasonably designate) during normal business hours at the Company's sole expense, to visit and inspect any of the properties of the Company, the Collateral Rig Receivables Pledgors or the Collateral Rig Owner or, in the case of the Collateral Rig Operator, the Collateral Rig, to examine all of their books and records (with respect to the Collateral Rig Operator, solely with respect to the Collateral Rig), to make copies and extracts therefrom (subject to reasonable confidentiality restrictions), and to discuss their respective affairs, finances and accounts (with respect to the Collateral Rig Operator, solely with respect to the Collateral Rig) with their respective officers and independent public accountants (and by this provision each of the Company, the Collateral Rig Receivables Pledgors, the Collateral Rig Owner and Holdings, on behalf of the Collateral Rig Operator, authorizes such accountants to discuss with the Trustee (and such Persons acting for the Trustee as the Trustee may reasonably designate) the affairs, finances and accounts of the Company, the Collateral Rig Receivables Pledgors and the Collateral Rig Owner and with respect to the Collateral Rig Operator, solely with respect to the Collateral Rig), all as often, and to such extent, as may be reasonably requested. The chief financial officer of Holdings and/or his or her designee shall be afforded the opportunity to be present at any meeting of the Trustee and such accountants."

(n) Clause (c) of Section 4.13 of the Indenture is hereby amended by inserting the following text after the first reference therein to "Collateral Rig Owner":

"and each Collateral Rig Receivables Pledgor"

(o) Clause (c)(1) of Section 4.13 of the Indenture is hereby amended and restated in its entirety to read as follows:

"either (x) Collateral Rig Owner or such Collateral Rig Receivables Pledgor immediately prior to consummation of such Fundamental Change shall be the continuing Person or (y) the Person (if other than the Collateral Rig Owner or such Collateral Rig Receivables Pledgor immediately prior to consummation of such Fundamental Change) formed by such consolidation or into which the Collateral Rig Owner or such Collateral Rig Receivables Pledgor immediately prior to consummation of such Fundamental Change is merged or amalgamated, or to which such sale, lease, conveyance, transfer or other disposition is made (the "Successor Collateral Rig Owner" or the "Successor Collateral Rig Receivables Pledgor", as applicable) (i) is a Subsidiary of Holdings and TINC (or their respective successors) that is in compliance with Section 4.11(b) (with respect to the Successor Collateral Rig Owner) and Section 4.29, (ii) is organized under the laws of a Permitted Jurisdiction, (iii) shall become the Collateral Rig Owner or Collateral Rig Receivables Pledgor, as applicable, a Guarantor and a Collateral Grantor hereunder and assume by supplemental indenture, assumption agreement or otherwise, in each case in form and substance reasonably satisfactory to the Trustee, all obligations of the Collateral Rig Owner or a Collateral Rig Receivables Pledgor, as applicable, under the applicable Note Documents and (iv) the Collateral and Guaranty Requirements in respect of the Collateral Rig remain satisfied immediately after giving effect to such Fundamental Change;"

(p) Section 4.21 of the Indenture is hereby amended and restated in its entirety to read as follows:

"Section 4.21 Intercompany Loans.

(a) Holdings shall cause Collateral Rig Operator (excluding TBL but including any Collateral Rig Owner that is also a Collateral Rig Operator) and its other Subsidiaries to document all transfers of funds received from the Drilling Contract, or proceeds thereof, that are transferred between such Collateral Rig Operator and any of its Affiliates (other than payments on any Charter and ordinary course intercompany billings) as intercompany loans."

(b) In instances where there is a Charter in effect, the Collateral Rig Owner and Collateral Rig Receivables Pledgor (if any) shall document all transfers of funds received by it under (or, with respect to any Collateral Rig Receivables Pledgor, any proceeds of) such Charter to any of its Affiliates (other than (i) ordinary course intercompany billings, (ii) payments of amounts due to the Collateral Rig Operator under such Charter and (iii) contributions to the Collateral Rig Receivables Pledgors (if any) so long as the Collateral and Guaranty Requirements are satisfied with respect to such Collateral Rig Receivables Pledgor(s)) as intercompany loans.

(c) All intercompany loans owed to the Collateral Rig Owner, a Collateral Rig Receivables Pledgor or the Collateral Rig Operator (other than TBL) in accordance with clauses (a) and (b) above, shall (i) be documented in the form of intercompany loan agreements or intercompany notes and (ii) shall be pledged in favor of the Collateral Agent pursuant to an Account and Receivables Pledge Agreement in accordance with clause (8) of the definition of "Collateral and Guaranty Requirements". Subject to Section 4.06(a)(3), all intercompany loans entered into in accordance with clause (a) or (b) above shall be senior debt obligations of the obligors under such intercompany loans and rank equal with the other senior unsecured debt of such obligors."

(q) Section 4.24 of the Indenture is hereby amended by inserting the following text after the reference to "the Collateral Rig Owner":

", the Collateral Rig Receivables Pledgors"

(r) Section 4.25 of the Indenture is hereby amended by inserting the following text after each reference to “Collateral Rig Owner”:

“, the Collateral Rig Receivables Pledgors”

(s) Clause (a) of Section 4.27 of the Indenture is hereby amended by inserting the following text after the reference to “the Collateral Rig Owner”:

“and each Collateral Rig Receivables Pledgor”

(t) Section 4.29 of the Indenture is hereby amended by inserting the following text to the end thereof:

“The Collateral Rig Owner shall not contribute any intercompany receivables owned by it to any Person, other than (i) to a Collateral Rig Receivables Pledgor and (ii) subject to the satisfaction of the above-listed conditions that would otherwise be applicable to the Collateral Rig Owner, but solely to the extent applicable to its contribution of intercompany receivables.”

(u) Clause (a)(3) of Section 11.06 of the Indenture is hereby amended and restated in its entirety to read as follows:

“(3) (i) in the case of the Collateral Rig Owner, upon the replacement of such Collateral Rig Owner in connection with a transfer of the Collateral Rig in accordance with Section 4.29 pursuant to which another Wholly-Owned Subsidiary of Holdings shall become the Collateral Rig Owner and a Guarantor hereunder or (ii) in the case of a Collateral Rig Receivables Pledgor, upon such Wholly-Owned Subsidiary ceasing to own any intercompany receivables related to the Collateral Rig owned and/or operated by its parent company (other than as a result of a transfer of such intercompany receivables in violation of a Note Document).”

(v) Clause (d) of Section 12.02 of the Indenture is hereby amended and restated in its entirety to read as follows:

“(d) in part, (i) upon the transfer of a Collateral Rig, the transfer of a Drilling Contract, a Flag Jurisdiction Transfer, a Collateral Rig Substitution or a Drilling Contract Substitution, in each case, in accordance with Section 4.27 and Section 4.29, if applicable, and (ii) with respect to the Collateral owned by a Collateral Rig Receivables Pledgor, upon such Collateral Rig Receivables Pledgor ceasing to own any intercompany receivables related to the Collateral Rig owned and/or operated by its parent company (other than as a result of a transfer of such intercompany receivables in violation of a Note Document).”

Section 7. Ratification of Obligations. Except as specifically modified herein, the Indenture and the Securities are in all respects ratified and confirmed (*mutatis mutandis*) and shall remain in full force and effect in accordance with their terms.

Section 8. The Trustee and the Collateral Agent. Except as otherwise expressly provided herein, no duties, responsibilities or liabilities are assumed, or shall be construed to be assumed, by the Trustee or the Collateral Agent by reason of this Supplemental Indenture. This Supplemental Indenture is executed and accepted by the Trustee and the Collateral Agent subject to all the terms and conditions set forth in the Indenture with the same force and effect as if those terms and conditions were repeated at length herein and

made applicable to the Trustee and the Collateral Agent with respect hereto. The Trustee and the Collateral Agent make no representation as to the validity or sufficiency of this Supplemental Indenture.

Section 9. Governing Law. THIS SUPPLEMENTAL INDENTURE SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF NEW YORK.

Section 10. Counterparts. The parties may sign any number of copies of this Supplemental Indenture. Each signed copy shall be an original, but all of such executed copies together shall represent the same agreement. Signature of the parties hereto transmitted by facsimile or PDF shall be deemed to be their original signatures for all purposes.

[*Signatures on following pages*]

COMPANY:

TRANSOCEAN AQUILA LIMITED, a Cayman Islands exempted company

By: /s/ William Flance
Name: William Flance
Title: President

ADDITIONAL GUARANTOR:

TRITON AQUILA GMBH, a Swiss limited liability company

By: /s/ Roger Antenen
Name: Roger Antenen
Title: Managing Director

OTHER GUARANTORS:

TRANSOCEAN LTD., a Swiss corporation

By: /s/ Sandro Thoma
Name: Sandro Thoma
Title: Chief Counsel and Corporate Secretary

TRANSOCEAN INC., a Cayman Islands exempted company

By: /s/ William Flance
Name: William Flance
Title: President

RELEASED GUARANTOR:

TRANSOCEAN DWA LIMITED, a Cayman Islands exempted company

By: /s/ William Flance
Name: William Flance
Title: President

TRUSTEE AND COLLATERAL AGENT:

TRUIST BANK, as Trustee and Collateral Agent

By: /s/ Cristina G. Rhodebeck
Name: Cristina G. Rhodebeck
Title: Senior Vice President

EXHIBIT 10.1

Transocean Ltd. 2015 Long-Term Incentive Plan
(As Amended and Restated Effective May 11, 2023)
Appendix A to Award Letter

Terms and Conditions of Awards
February 8, 2024

To the extent you are granted an award of (1) Performance Units and (2) Restricted Share Units (the award of the Performance Units and Restricted Share Units together, the "Awards") under the Transocean Ltd. 2015 Long-Term Incentive Plan, as amended and restated effective May 27, 2021 (the "Plan") effective as of the date indicated above (the "Grant Date"), the target number of Performance Units and the number of shares of Restricted Share Units subject to such grant is set forth in an award letter to you (the "Award Letter"). Any such Award is subject to the terms and conditions set forth in the Plan, the Prospectus for the Plan, any rules and regulations adopted by the Committee, and the additional terms and conditions set forth in this Appendix A which forms a part of your Award Letter. Any terms used in the Award Letter or this Appendix A and not defined herein have the meanings set forth in the Plan. The terms and provisions of your Award are governed by the terms of the Plan as effective May 11, 2023, and amended from time to time thereafter. In the event there is an inconsistency between the terms of the Plan and the Award Letter, the terms of the Plan will control.

Section I. PERFORMANCE UNITS

1. **Determination of Earned Performance Units**

(a) **Total Target Performance Unit Grant**

For purposes of the Award Letter (including this Appendix A), the term "Total Target Performance Units" shall mean the total number of target Shares (or other consideration) that may be issued to you in respect of the achievement of certain performance standards as described herein, subject to the terms and conditions hereof.

(b) **Earned Performance Units**

The exact number of Performance Units that will actually be earned by and issued to you and subject to the vesting described in Section I.2 (the "Earned Performance Units") will be based upon the achievement by the Company of the performance standard, as described in this Section I.1(b).

After the conclusion of the period beginning January 1, 2024 and ending December 31, 2026 (the "PSU Performance Cycle"), the Committee will make a determination as to the number of Earned Performance Units based on the Company's relative performance on total shareholder return ("TSR") as compared against a peer group (as identified in Exhibit A) over the PSU Performance Cycle.. The determination by the Committee with respect to the achievement of absolute and relative TSR will be made in the first sixty days of 2026 after all necessary Company and peer information is available. The specific date on which such determination is formally made and approved by

the Committee is referred to as the "Determination Date". After the Determination Date, the Company will notify you of the number of Earned Performance Units, if any.

More detailed definitions for TSR and the methodology for determining the Earned Performance Units are incorporated herein as Exhibit A.

(c) **Committee Determinations**

The Committee shall have absolute discretion to determine the number of Earned Performance Units to which you are entitled, if any, including without limitation such adjustments as may be necessary in the opinion of the Committee to account for changes since the date of the Award Letter. The Committee's determination shall be final, conclusive and binding upon you. You shall not have any right or claim with respect to any units other than Earned Performance Units to which you become entitled in accordance with this Appendix A.

2. **Vesting**

(a) Unless vested on an earlier date as provided in this Appendix A, the Earned Performance Units will be vested on December 31, 2026, subject to your continued employment through that date.

(b) In certain circumstances more particularly described in Sections I.5 and I.6 below, your Earned Performance Units may vest before the date set forth in Section I.2(a). In addition, the Committee may accelerate the vesting of all or a portion of your Earned Performance Units at any time in its discretion.

(c) You do not need to pay any purchase price for the Earned Performance Units unless otherwise required in accordance with applicable law.

3. **Restrictions**

Until and unless you vest in your Earned Performance Units and receive a distribution of Shares, you do not own any of the Shares potentially subject to this performance award and may not attempt to sell, transfer, assign or pledge any such Shares. After the PSU Performance Cycle has ended and all Earned Performance Units are determined, the net Shares (total Shares distributable in respect of vested Earned Performance Units minus any Shares retained by the Company in accordance with the policies and requirements described in Section IV.4) will be delivered on March 15, 2027 in street name to your brokerage account (or, in the event of your death, to a brokerage account in the name of your beneficiary under the Plan) with the broker retained by the Company for such purpose (the "Broker"). Any Shares distributed to you in respect of vested Earned Performance Units will be registered in your name and will not be subject to any restrictions. Notwithstanding the foregoing, the number of Shares distributed to you will be subject to the number of Shares that remain available for issuance under Paragraph 5 of the Plan, as amended, and the Committee may make such adjustment as it deems appropriate to the number of Shares distributed to reflect any limitation on Shares available.

4. **Dividend Equivalents, Dividends and Voting**

(a) **Vested Earned Performance Units**. In the event that dividends are paid with respect to Shares such that the applicable record date for such dividends occurs during the period beginning on the Grant Date and ending on the date you receive a distribution of Shares in satisfaction of your vested Earned Performance Units, you will be entitled to receive a cash payment equal to the amount of the dividend paid per Share as of each such dividend payment date multiplied by the number of vested Earned Performance Units (the "Earned Dividend Equivalent"). You will have no right to receive any payment of dividend equivalents with respect to Performance Units that do not become vested Earned Performance Units. All Earned Dividend Equivalents (if any) will be paid in cash on the date of the regularly scheduled payroll next following the date of distribution of Shares with respect to your vested Earned Performance Units, or as soon as administratively practicable following such date and shall be subject to all applicable withholding taxes. For any non-cash dividends, the Committee may determine in its sole discretion the cash value to be so paid to you in respect of such vested Earned Performance Units or, if applicable, the adjustment to be applied pursuant to Section 15 of the Plan.

(b) **Voting Shares**. You will have the right to vote your Shares that have been distributed in respect of any vested Earned Performance Units. There are no voting rights associated with Performance Units (including Earned Performance Units).

(c) **No Other Rights**. You shall have no other dividend equivalent, dividend or voting rights with respect to any Performance Unit.

5. **Termination of Employment**

(a) **Termination prior to the end of the PSU Performance Cycle**

The terms set out in subsections (i)–(iii) below of this Section I.5(a) shall apply to the vesting and settlement of Earned Performance Units in the event of your termination of employment prior to the last day of the PSU Performance Cycle.

(i) **Death or Disability**. If your employment is terminated by reason of death or Disability, you will be entitled to earn a Pro-Rata Earned Award. Distribution under Section I.3 in satisfaction of all such Earned Performance Units shall be made on March 15, 2027.

(ii) **Involuntary Termination or Retirement**. If your employment is terminated in an Involuntary Termination or by reason of you becoming a Retiree, you will be entitled to earn a Pro-Rata Earned Award. Distribution under Section I.3 in satisfaction of all such Earned Performance Units shall be made on March 15, 2027.

(iii) **Other Termination of Employment**. If your employment is terminated prior to the end of the PSU Performance Cycle for any

reason other than those set forth in Section I.5(a)(i), I.5(a)(ii) and I.6(b), you will not be entitled to any Earned Performance Units.

(b) **Adjustments by the Committee**

The Committee may, in its sole discretion, accelerate the vesting of your right to receive all or any portion of any Earned Performance Units, distributed on the distribution date under Section I.3.

(c) **Forfeiture of Performance Units**

In addition to forfeitures of Performance Units pursuant to Section I.5(a) above, if you violate or fail to comply with any of the covenants or obligations applicable to you under the Executive Severance Benefit Policy, you shall immediately forfeit any Performance Units, whether or not earned.

6. **Change of Control**

(a) **Change of Control**

Upon the occurrence of a Change of Control, if you are employed by the Company on the date of such Change of Control and the Determination Date has not occurred, the number of Earned Performance Units to which you are entitled shall be equal to the Total Target Performance Units, subject to the vesting provisions described in the Award Letter and Section I.2, I.5, and I.6(b).

The Shares (or other consideration) shall be issued in satisfaction of the Earned Performance Units on the distribution date under Section I.3.

(b) **Change of Control Termination**

Notwithstanding the provisions of the Award Letter or Sections I.2, I.5 or I.6(a), all of your Earned Performance Units (as described in Section I.6(a)) will vest immediately upon a Change of Control Termination and the Shares (or other consideration) shall be issued in satisfaction of the Earned Performance Units thirty days after the date of such Change of Control Termination.

Section II. RESTRICTED SHARE UNITS

1. **Vesting and Restricted Share Units**

(a) Unless vested on an earlier date as provided in this Appendix A, the Restricted Share Units granted pursuant to your Award Letter will fully vest in installments in accordance with the following vesting schedule (each date below, an "RSU Vesting Date") provided that you remain continuously employed through the applicable RSU Vesting Date:

RSU Vesting Date	Portion of Restricted Share Units Vesting
March 1, 2025	1/3
March 1, 2026	1/3
March 1, 2027	1/3

To the extent that the vesting schedule above would result in vesting of a fractional Restricted Share Unit, such fractional Restricted Share Unit shall be rounded to a whole number as determined by the Committee.

(b) In certain circumstances described in Section II.4 below, your Restricted Share Units may fully vest before the final scheduled RSU Vesting Date. In addition, the Committee may accelerate the vesting of all or a portion of your Restricted Share Units at any time in its discretion, subject to the provisions of Section II.4(d). The date of any accelerated vesting under Section II.4 below will be a RSU Vesting Date for purposes of this Appendix A.

(c) You do not need to pay any purchase price for the Restricted Share Units unless otherwise required in accordance with applicable law.

2. **Restrictions on the Restricted Share Units**

Until and unless you vest in your Restricted Share Units and receive a distribution of Shares, you may not attempt to sell, transfer, assign or pledge them. Until the date on which you receive a distribution of the Shares in respect of any vested Restricted Share Units awarded hereunder, your award of Restricted Share Units will be evidenced by credit to a book entry account.

When Restricted Share Units vest and become payable, the net Shares (total Shares distributable in respect of vested Restricted Share Units minus any Shares retained by the Company in accordance with the policies and requirements described in Section IV.4), will be delivered to you within sixty days after the RSU Vesting Date in street name to your brokerage account (or, in the event of your death, to a brokerage account in the name of your beneficiary under the Plan) with the Broker. Any Shares distributed to you in respect of vested Restricted Share Units will be registered in your name and will not be subject to any restrictions. There will be some delay between the RSU Vesting Date and the date your Shares become available to you due to administrative reasons.

3. **Dividend Equivalents and Voting**

(a) **Dividend Equivalents**

In the event that dividends are paid with respect to Shares such that the applicable record date occurs during the period beginning on the Grant Date and ending on the date you receive a distribution of Shares in satisfaction of your vested Restricted Share Units, you will be entitled to receive a cash payment equal to the amount of the dividend paid per Share as of such dividend payment date multiplied by the number of vested Restricted Share

Units (the "Dividend Equivalent"). Dividend Equivalents (if any) payable with respect to your vested Restricted Share Units will be paid in cash on the date of the regularly scheduled payroll next following the applicable Vesting Date, or as soon as administratively practicable following such date, and shall be subject to all applicable withholding taxes. For any non-cash dividends, the Committee may determine in its sole discretion the cash value to be so paid to you in respect of such Restricted Share Units or, if applicable, the adjustment to be applied pursuant to Section 15 of the Plan.

(b) **Voting Shares**

You will have the right to vote your Shares that have been distributed in respect of any vested Restricted Share Units. There are no voting rights associated with Restricted Share Units.

(c) **No Other Rights**

You shall have no other dividend equivalent, dividend or voting rights with respect to any Restricted Share Unit.

4. **Termination of Employment**

The following rules apply to the vesting of your Restricted Share Units in the event of your termination of employment.

(a) **Death or Disability**. If your employment is terminated by reason of death or Disability, all of your Restricted Share Units will vest on your date of termination. If you are Retirement Eligible and you experience a Disability that satisfies the requirements of U.S. Treasury Regulation Section 1.409A-3(i)(4) prior to the termination of your employment, all of your Restricted Share Units will vest on the date of such Disability.

(b) **Involuntary Termination or Retirement**. If your employment is terminated in an Involuntary Termination or by reason of you becoming a Retiree, a pro rata portion of your Restricted Share Units will vest on your date of termination; such pro rata portion shall be determined by multiplying the number of Restricted Share Units granted to you and remaining outstanding and unvested at the time your employment is terminated by a fraction, the numerator of which is the number of calendar days you were employed between the Grant Date and your date of termination and the denominator of which is the number of calendar days between the Grant Date and the final scheduled RSU Vesting Date.

(c) **Other Termination of Employment**. If your employment terminates for any reason other than those set forth in Sections II.4(a), II.4(b) and II.5, any of your Restricted Share Units which have not vested prior to your termination of employment will be forfeited.

(d) **Adjustments by the Committee**. The Committee may, in its sole discretion, accelerate the vesting of all or any portion of your Restricted Share Units;

provided, however, that no acceleration of delivery of Shares shall be made in a manner that is not in compliance with, or exempt from, any applicable requirements of Code Section 409A.

5. **Change of Control.**

Notwithstanding the provisions of the Award Letter or Sections II.1 or II.4, all of your Restricted Share Units will vest immediately upon a Change of Control Termination.

Section III. Miscellaneous

The terms and provisions of this Section III apply to all Awards.

1. **Definitions**

(a) **"Cause"** means (1) your willful and continued failure to substantially perform your duties with the Company (other than any such failure resulting from your incapacity due to physical or mental illness), (2) your willful engagement in conduct which is demonstrably and materially injurious to the Company or its Subsidiaries, monetarily or otherwise, (3) your willful, material breach of any written policy of the Company or any written agreement between you and the Company or any of its Subsidiaries, including, but not limited to, the Company's Code of Integrity, human resource or legal compliance and ethics policies or any employment agreement, (4) your indictment of a felony or a misdemeanor involving fraud, dishonesty or moral turpitude, or (5) such other events, acts or omissions as shall be determined in good faith. For purposes of clauses (1), (2) and (3) of this definition, no act, or failure to act, on your part shall be deemed "willful" unless done, or omitted to be done, by you not in good faith and without reasonable belief that your act, or failure to act, was in the best interest of the Company.

(b) **"Change of Control Termination"** means and occurs on the date of your termination of employment by the Company or any Subsidiary for any reason other than Cause within two years after the date of a Change of Control.

(c) **"Disability"** means (1) you qualify for disability benefits under a long term disability plan sponsored by the Company or (2) if you are not covered by any such long term disability plan, the Chief Executive Officer of the Company, or in the case of the termination of employment of the Chief Executive Officer of the Company, the Committee, has determined that you are disabled.

(d) **"Good Reason"** means (1) the diminution of your duties or responsibilities, or a demotion of your position, to such an extent or in such a manner as to relegate you to a position not substantially similar to that which you held prior to such change or (2) a material reduction in your base salary or annual incentive plan opportunities other than in connection with such reductions that are applicable to the Company's executives as a group. You shall not be considered to have terminated for Good Reason unless you notify the Company in writing within 30 days of the date the event giving rise to Good Reason occurs, the Company does not cure such condition within 30 days of

such notice and you terminate your employment no later than 90 days after the date the event giving rise to Good Reason occurred.

(e) **"Involuntary Termination"** means the termination of your employment (i) by the Company without Cause or (ii) by you for Good Reason.

(f) With respect to an award of Performance Units, **"Pro-Rata Earned Award"** is determined by multiplying the number of Earned Performance Units which would have otherwise been earned had your employment not been terminated by a fraction, the numerator of which is the number of calendar days you were employed during the period beginning January 1, 2024 and ending December 31, 2026 and the denominator of which is the total number of calendar days in the period beginning January 1, 2024 and ending December 31, 2026.

(g) You are a **"Retiree"** if your separation from service occurs for any reason other than Cause, Involuntary Termination, Change in Control Termination, death or Disability after (a) attainment of age 62 and (b) completion of at least five years of service with the Company or its Subsidiaries.

(h) With respect to an award of Restricted Share Units, **"Retirement Eligible"** means, and will apply if, your final RSU Vesting Date is scheduled to occur after the calendar year in which you will complete at least five years of service with the Company or its Subsidiaries and will attain at least age 62.

2. **Award Determinations**

The Chief Executive Officer of the Company, or in the case of the termination of employment of the Chief Executive Officer of the Company, the Committee, shall have absolute discretion to determine the date and circumstances of termination of your employment or separation from service, including without limitation whether as a result of Disability, Involuntary Termination, Cause, Good Reason or any other reason and whether you are a Retiree, and such determination shall be final, conclusive and binding upon you.

3. **Section 280G Limitation**

Notwithstanding anything in the Award Letter (including this Appendix A) to the contrary, if all or any portion of the benefits provided hereunder, either alone or together with other payments and benefits received or to be received from the Company or any affiliate or successor, would constitute a "parachute payment", as such term is defined in Code Section 280G(b)(2), the aggregate of the amounts constituting the parachute payment shall be reduced to the extent necessary so that no portion thereof shall be subject to the excise tax imposed by Code Section 4999, but only if, by reason of such reduction, the net after-tax benefit shall exceed the net after-tax benefit if such reduction were not made. "Net after-tax benefit" for these purposes shall mean the sum of (w) the total amount payable under this Award, plus (x) all other payments and benefits which you receive or are then entitled to receive from the Company or an Affiliate that, alone or in combination with the amounts payable under the Award, would constitute a "parachute payment" within the

meaning of Code Section 280G, less (y) the amount of federal income taxes payable with respect to the foregoing calculated at the maximum marginal income tax rate for each year in which the foregoing shall be paid (based upon the rate in effect for such year as set forth in the Code at the time of the payment under the Plan), less (z) the amount of excise taxes imposed with respect to the payments and benefits described in (w) and (x) above by Code Section 4999. Such reduction shall be made to those amounts that provide you with the best economic benefit (and to the extent any payments are economically equivalent, each shall be reduced pro rata), which may include, without limitation and to the extent necessary, a reduction to the Awards or vesting of the Awards in order that this limitation not be exceeded; provided, however, that this Section IV.3 shall be superseded in its entirety by (i) any contrary treatment of parachute payments to which you have agreed in writing prior to the Change of Control pursuant to any other plan, program or agreement, or (ii) any more favorable treatment of the excise tax on parachute payments extended to you by the Company or its affiliates pursuant to any other plan, program or agreement.

4. **Tax Consequences and Withholding**

(a) You should consult the Plan Prospectus for a general summary of the Swiss federal income tax consequences to you and, if applicable, the U.S. tax consequences to you, upon the grant, vesting or distribution to you of the Awards based on currently applicable provisions of the Code, related regulations and Swiss tax rules. The summary does not discuss state and local tax laws or the laws of any other jurisdictions, which may differ from the U.S. federal tax law and Swiss tax rules. For these reasons, you are urged to consult your own tax advisor regarding the application of the tax laws to your particular situation.

(b) With respect to Awards of Performance Units under Section I and Restricted Share Units under Section II, the Company shall reduce the number of Shares otherwise deliverable to you with respect to your Earned Performance Units or Restricted Share Units by a number of Shares having a value approximately equal to the amount required to be withheld under the Company's policies and procedures or applicable law. Further, any dividend equivalents paid to you in respect of Earned Performance Units or Restricted Share Units pursuant to Section I.4 or II.3, respectively, will be subject to tax withholding, as appropriate, as additional compensation.

(c) You may not elect to have the Broker withhold Shares having a value less than the minimum statutory withholding tax liability or, if you are serving as an expatriate employee, the "standard deduction" withheld in accordance with the Company's policies and procedures. If you fail to satisfy such withholding obligation in a time and manner satisfactory to the Company, the Company shall have the right to withhold the required amount from your salary or other amounts payable to you.

(d) In addition to the previous withholding requirements, any award under the Plan is also subject to all applicable withholding policies of the Company as may be in effect from time to time, at the sole discretion of the Company.

Without limiting the generality of the foregoing, the Company expressly has the right to collect or cause to be collected, pursuant to any tax equalization or other plan or policy, as any such policies or plans may be in effect from time to time (irrespective of whether such withholding correlates to the applicable tax withholding requirement with respect to your award) proceeds of the sale of Shares acquired upon vesting of the applicable award through a sale arranged by the Company or Broker on your behalf pursuant to this authorization without further consent. Awards are further subject to any tax and other reporting requirement that may be applicable in any pertinent jurisdiction including any obligation to report awards (whether related to the granting or vesting thereof or exercise of rights thereunder) to any taxing authority or other pertinent third party.

5. **Restrictions on Resale**

Other than the restrictions referenced in Sections I.3 and II.2, there are no restrictions imposed by the Plan on the resale of Shares acquired under the Plan. However, under the provisions of the Securities Act and the rules and regulations of the SEC, resales of Shares acquired under the Plan by certain officers and directors of the Company who may be deemed to be "affiliates" of the Company must be made pursuant to an appropriate effective registration statement filed with the SEC, pursuant to the provisions of Rule 144 issued under the Securities Act, or pursuant to another exemption from registration provided in the Securities Act. At the present time, the Company does not have a currently effective registration statement pursuant to which such resales may be made by affiliates. There are no restrictions imposed by the SEC on the resale of Shares acquired under the Plan by persons who are not affiliates of the Company; provided, however, that all employees are subject to the Company's policies against insider trading, and restrictions against resale may be imposed by the Company from time-to-time as may be necessary under applicable law.

6. **Beneficiary**

You may designate a beneficiary to receive any portion of your Performance Units and Restricted Share Units that become due to you after your death, and you may change your beneficiary from time to time. Beneficiary designations should be filed with the Broker with respect to Performance Units and Restricted Share Units. The beneficiary if you fail to file a designation with the Broker for the Performance Units and the Restricted Share Units, will be (1) the beneficiary you designated under any group life insurance plan maintained by the Company or its Subsidiaries that provides the largest death benefit, which will constitute the designated beneficiary for purposes of this Section IV.6, or, if none, (2) the executor or administrator of your estate.

7. **Effect on Other Benefits**

Income recognized by you as a result of the grant, vesting, exercise or distribution of Shares with respect to Awards will not be included in the formula for calculating benefits under any of the Company's retirement and disability plans or any other benefit plans.

8. **Code Section 409A Compliance**

(a) The award of Performance Units under Section I is intended to be exempt from or to comply with the provisions of Section 409A and, wherever possible, shall be consistent therewith. No action taken to comply with Section 409A shall be deemed to impair a benefit under the Award Letter or this Appendix A.

(b) The award of Restricted Share Units under Section II is intended to be exempt from or to comply with the provisions of Section 409A and, wherever possible, shall be interpreted consistent therewith. Specifically, (1) if you are not Retirement Eligible, the time of payment specified in Sections II.2 and II.4 is exempt from Code Section 409A as a short term deferral in compliance with U.S. Treasury Regulation Section 1.409A-1(b)(4), and (2) if you are Retirement Eligible the time of payment specified with respect to Section II.4(b) is compliant with U.S. Treasury Regulation Section 1.409A-3(a)(1) and is compliant with Code Section 409A as being paid pursuant to a permissible payment date of separation from service under U.S. Treasury Regulation Section 1.409A-1(h) and the time of payment specified in Section II.4(a) with respect to Disability is compliant with U.S. Treasury Regulation Section 1.409A-3(a)(2) and is compliant with Code Section 409A as being paid pursuant to the permissible payment event of disability under U.S. Treasury Regulation Section 1.409A-3(i)(4). If you are Retirement Eligible, you will not be considered to have a termination from employment unless such termination meets the requirements for a “separation from service” within the meaning of U.S. Treasury Regulation Section 1.409A-1(h), if applicable. If you are a “specified employee” on the date of your “separation from service” within the meaning of Code Section 409A, the time of payment otherwise specified in the Award Letter or this Appendix A will be deferred to the extent required by Code Section 409A. No action taken to comply with Code Section 409A shall be deemed to impair a benefit under the Award Letter or this Appendix A.

Exhibit "A" to Performance Unit Award

A. Committee Methodology for TSR

Total Earned Performance Units will be based on achievement of relative TSR performance, subject to an adjustment based on the Company's absolute TSR. The Committee will make a determination on the Determination Date with respect to the achievement of TSR (as defined under Section B below) by the Company and the members of its peer group (as described under Section C below) and the number of Target Performance Units, if any, that become Earned Performance Units based on achievement of Relative Performance and Threshold Performance (as those terms are defined below). If any calculation with respect to the Earned Performance Units would result in a fractional share, the numbers of Earned Performance Units shall be rounded down to the nearest whole share.

"Relative Performance" shall be determined by ranking the Company, along with the other companies in its peer group, from best to worst based on TSR, and then determining the percentile ranking to assess the number of Earned Performance Units as described below.

If, during the PSU Performance Cycle, (i) any peer group company files for or is the subject of any bankruptcy, insolvency or liquidation proceeding, (ii) any peer group company continues to exist but is no longer publicly traded on an established securities market as a result of a de-listing event (other than due to an acquisition), or (iii) any other corporate financial restructuring event, condition or circumstance exists that, in the determination of the Committee, causes a peer performance to no longer be appropriate for a TSR comparison, such peer group company will remain in the peer group positioned below the lowest performing member of the peer group in chronological order by the date of such bankruptcy, insolvency, liquidation, de-listing or other event, condition or circumstance for the applicable period. In the event that a peer group company is subject to a transaction in which more than 50% of the value of the company's outstanding shares immediately prior to the transaction are acquired by another person or entity, such company shall be removed from the peer group company listing for the applicable period in which the transaction occurred.

The Company's percentile ranking in its peer group shall determine the number of TSR Performance Units that become Earned Performance Units due to Relative Performance based on the following schedule:

Transocean Percentile	Percentage of TSR Performance Units Becoming Earned Performance Units ("Relative Performance")
90th Percentile or Greater	200%
50th Percentile	100%
25th Percentile	50%
Less than 25th Percentile	0%

For any achievement of a percentile ranking between the percentiles set forth in the schedule above, the number of Total Performance Units that become Earned Performance Units due to Relative Performance will be determined by linear interpolation between the percentages assigned in the schedule above.

If the Company's absolute TSR is less than -15% in the PSU Performance Cycle, then no more than 100% of your Performance Units will become Earned Performance Units in the relevant period.

If the Company's absolute TSR is greater than 15% in PSU Performance Cycle ("Threshold Performance"), a minimum of 50% of your Performance Units will become Earned Performance Units in the relevant period. If the Threshold Performance is achieved, the total number of Earned Performance Units can be increased, but not decreased, based on achievement of Relative Performance for the PSU Performance Cycle.

Notwithstanding the foregoing, a "Price Cap" will apply such that if the Fair Market Value of a Share exceeds $20, subject to adjustment pursuant to Section 15 of the Plan, on the Determination Date, the number of Performance Units that would have become Earned Performance Units due to either the Relative Performance or Threshold Performance will be reduced by multiplying such number of Earned Performance Units by a fraction, the numerator of which is $20, subject to adjustment pursuant to Section 15 of the Plan, and the denominator of which is the Fair Market Value of a Share on the Determination Date. If the Price Cap applies, delivery of a number of Shares equal to such reduced number of Earned Performance Units will be in full satisfaction of the Performance Units. As an example of the application of the Price Cap, if 100 Performance Units would become Earned Performance Units based on the schedule due to Relative Performance and the Fair Market Value of a Share is $25 on the Determination Date, 80 Shares will be delivered in settlement of the Performance Units (100 x 20/25).

B. Definition of Total Shareholder Return

Total Shareholder Return ("TSR") through the PSU Performance Cycle is based on the comparison of the average closing share price for the thirty (30) business days prior to January 1, 2024 and the average closing share price for the last thirty (30) business days in the calendar year ending December 31, 2026, adjusted for dividends. The same calculation is conducted for the Company and each of the companies in the peer group.

C. Peer Group

The peer group shall consist of:

Aker Solutions ASA	Oil States International, Inc.
Baker Hughes Company	Saipem SpA
Diamond Offshore Drilling, Inc.	Seadrill Limited
Noble Corporation Plc	Subsea 7 S.A.
NOV Inc.	TechnipFMC plc
Oceaneering International, Inc.	Tidewater Inc.
Odfjell Drilling Ltd.	Valaris Limited

NOTE: The Committee has the sole authority to interpret the terms of this Exhibit A, including the formula for TSR. The Committee's determination of all matters in connection with the award will be final and binding.

EXHIBIT 10.2

Transocean Ltd. 2015 Long-Term Incentive Plan
(As Amended and Restated Effective May 11, 2023)
Appendix A to Award Letter

Terms and Conditions of Awards
February 8, 2024

To the extent you are granted an award of (1) Performance Units and (2) Restricted Share Units (the award of the Performance Units and Restricted Share Units together, the "Awards") under the Transocean Ltd. 2015 Long-Term Incentive Plan, as amended and restated effective May 11, 2023 (the "Plan") effective as of the date indicated above (the "Grant Date"), the target number of Performance Units and the number of shares of Restricted Share Units subject to such grant is set forth in an award letter to you (the "Award Letter"). Any such Award is subject to the terms and conditions set forth in the Plan, the Prospectus for the Plan, any rules and regulations adopted by the Committee, and the additional terms and conditions set forth in this Appendix A which forms a part of your Award Letter. Any terms used in the Award Letter or this Appendix A and not defined herein have the meanings set forth in the Plan. The terms and provisions of your Award are governed by the terms of the Plan as effective May 11, 2023, and amended from time to time thereafter. In the event there is an inconsistency between the terms of the Plan and the Award Letter, the terms of the Plan will control.

Section I. PERFORMANCE UNITS

1. **Determination of Earned Performance Units**

(a) **Total Target Performance Unit Grant**

For purposes of the Award Letter (including this Appendix A), the term "Total Target Performance Units" shall mean the total number of target Shares (or other consideration) that may be issued to you in respect of the achievement of certain target performance standards as described herein, subject to the terms and conditions hereof.

(b) **Earned Performance Units**

The exact number of Performance Units that will actually be earned by and issued to you and subject to the vesting described in Section I.2 (the "Earned Performance Units") will be based upon the achievement by the Company of the performance standard, as described in this Section I.1(b).

After the conclusion of the period beginning January 1, 2024 and ending December 31, 2026 (the "PSU Performance Cycle"), the Committee will make a determination as to the number of Earned Performance Units based on the Company's relative performance on total shareholder return ("TSR") as compared against a peer group (as identified in Exhibit A) over the PSU Performance Cycle. The determination by the Committee with respect to the achievement of absolute and relative TSR will be made in the first sixty days of 2027 after all necessary Company and peer information is available. The specific date on which such determination is formally made and approved by

the Committee is referred to as the "Determination Date". After the Determination Date, the Company will notify you of the number of Earned Performance Units, if any.

More detailed definitions for TSR and the methodology for determining the Earned Performance Units are incorporated herein as Exhibit A.

(c) **Committee Determinations**

The Committee shall have absolute discretion to determine the number of Earned Performance Units to which you are entitled, if any, including without limitation such adjustments as may be necessary in the opinion of the Committee to account for changes since the date of the Award Letter. The Committee's determination shall be final, conclusive and binding upon you. You shall not have any right or claim with respect to any units other than Earned Performance Units to which you become entitled in accordance with this Appendix A.

2. **Vesting**

(a) Unless vested on an earlier date as provided in this Appendix A, the Earned Performance Units will be vested on December 31, 2026, subject to your continued employment through that date.

(b) In certain circumstances more particularly described in Sections I.5 and I.6 below, your Earned Performance Units may vest before the date set forth in Section I.2(a) or may continue to vest following your termination. In addition, the Committee may accelerate the vesting of all or a portion of your Earned Performance Units at any time in its discretion, subject to Section 8.

(c) You do not need to pay any purchase price for the Earned Performance Units unless otherwise required in accordance with applicable law.

3. **Restrictions**

Until and unless you vest in your Earned Performance Units and receive a distribution of Shares, you do not own any of the Shares potentially subject to this performance award and may not attempt to sell, transfer, assign or pledge any such Shares. After the PSU Performance Cycle has ended and all Earned Performance Units are determined, the net Shares (total Shares distributable in respect of vested Earned Performance Units minus any Shares retained by the Company in accordance with the policies and requirements described in Section IV.4) will be delivered on March 15, 2027 in street name to your brokerage account (or, in the event of your death, to a brokerage account in the name of your beneficiary under the Plan) with the broker retained by the Company for such purpose (the "Broker"). Any Shares distributed to you in respect of vested Earned Performance Units will be registered in your name and will not be subject to any restrictions. Notwithstanding the foregoing, the number of Shares distributed to you will be subject to the number of Shares that remain available for issuance under Paragraph 5 of the Plan, as amended, and the Committee may make

such adjustment as it deems appropriate to the number of Shares distributed to reflect any limitation on Shares available.

4. **Dividend Equivalents, Dividends and Voting**

(a) **Vested Earned Performance Units**. In the event that dividends are paid with respect to Shares such that the applicable record date for such dividends occurs during the period beginning on the Grant Date and ending on the date you receive a distribution of Shares in satisfaction of your vested Earned Performance Units, you will be entitled to receive a cash payment equal to the amount of the dividend paid per Share as of each such dividend payment date multiplied by the number of vested Earned Performance Units (the "Earned Dividend Equivalent"). You will have no right to receive any payment of dividend equivalents with respect to Performance Units that do not become vested Earned Performance Units. All Earned Dividend Equivalents (if any) will be paid in cash on the date of the regularly scheduled payroll next following the date of distribution of Shares with respect to your vested Earned Performance Units, or as soon as administratively practicable following such date and shall be subject to all applicable withholding taxes. For any non-cash dividends, the Committee may determine in its sole discretion the cash value to be so paid to you in respect of such vested Earned Performance Units or, if applicable, the adjustment to be applied pursuant to Section 15 of the Plan.

(b) **Voting Shares**. You will have the right to vote your Shares that have been distributed in respect of any vested Earned Performance Units. There are no voting rights associated with Performance Units (including Earned Performance Units).

(c) **No Other Rights**. You shall have no other dividend equivalent, dividend or voting rights with respect to any Performance Unit.

5. **Termination of Employment**

(a) **Termination prior to the end of the PSU Performance Cycle**

The terms set out in subsections (i)–(iii) below of this Section I.5(a) shall apply to the vesting and settlement of Earned Performance Units in the event of your termination of employment prior to the last day of the PSU Performance Cycle.

(i) **Death or Disability**. If your employment is terminated by reason of death or Disability prior to the first anniversary of the Grant Date, you will be entitled to earn a Pro-Rata Earned Award. Distribution under Section I.3 in satisfaction of all such Earned Performance Units shall be made on March 15, 2027. If your employment is terminated by reason of death or Disability on or after the first anniversary of the Grant Date, you will continue to earn your Performance Units as if you had remained continuously employed through December 31, 2026.

(ii) **Involuntary Termination or Retirement**. If your employment is terminated in an Involuntary Termination or by reason of you becoming a Retiree prior to the first anniversary of the Grant Date, you will be entitled to earn a Pro-Rata Earned Award. Distribution under Section I.3 in satisfaction of all such Earned Performance Units shall be made on March 15, 2027. If your employment is terminated in an Involuntary Termination or by reason of you becoming a Retiree on or after the first anniversary of the Grant Date, you will continue to earn your Performance Units as if you had remained continuously employed through December 31, 2026. Notwithstanding the preceding and to the extent permissible under applicable law, your right to any Earned Performance Units shall be forfeited on the date you first provide services to a Competitor, as described in Section III below.

(iii) **Other Termination of Employment**. If your employment is terminated prior to the end of the PSU Performance Cycle for any reason other than those set forth in Section I.5(a)(i), I.5(a)(ii) and I.6(b), you will not be entitled to any Earned Performance Units.

(b) **Adjustments by the Committee**

The Committee may, in its sole discretion, accelerate the vesting of your right to receive all or any portion of any Earned Performance Units, distributed on the distribution date under Section I.3.

(c) **Forfeiture of Performance Units**

In addition to forfeitures of Performance Units pursuant to Section I.5(a) above, if you violate or fail to comply with any of the covenants or obligations applicable to you , you shall immediately forfeit any Performance Units, whether or not earned.

6. **Change of Control**

(a) **Change of Control**

Upon the occurrence of a Change of Control, if you are employed by the Company on the date of such Change of Control and the Determination Date has not occurred, the number of Earned Performance Units to which you are entitled shall be equal to the Total Target Performance Units, subject to the vesting provisions described in the Award Letter and Section I.2, I.5, and I.6(b).

The Shares (or other consideration) shall be issued in satisfaction of the Earned Performance Units on the distribution date under Section I.3.

(b) **Change of Control Termination**

Notwithstanding the provisions of the Award Letter or Sections I.2, I.5 or I.6(a), all of your Earned Performance Units (as described in Section I.6(a)) will vest

immediately upon a Change of Control Termination and the Shares (or other consideration) shall be issued in satisfaction of the Earned Performance Units thirty days after the date of such Change of Control Termination.

Section II. RESTRICTED SHARE UNITS

1. **Vesting and Restricted Share Units**

(a) Unless vested on an earlier date as provided in this Appendix A, the Restricted Share Units granted pursuant to your Award Letter will fully vest in installments in accordance with the following vesting schedule (each date below, an "RSU Vesting Date") provided that you remain continuously employed through the applicable RSU Vesting Date:

RSU Vesting Date	Portion of Restricted Share Units Vesting
March 1, 2025	1/3
March 1, 2026	1/3
March 1, 2027	1/3

To the extent that the vesting schedule above would result in vesting of a fractional Restricted Share Unit, such fractional Restricted Share Unit shall be rounded to a whole number as determined by the Committee.

(b) In certain circumstances described in Section II.4 below, your Restricted Share Units may continue to vest following termination or may fully vest before the final scheduled RSU Vesting Date. In addition, the Committee may accelerate the vesting of all or a portion of your Restricted Share Units at any time in its discretion, subject to the provisions of Section II.4(d). The date of any accelerated vesting under Section II.4(a) below will be a RSU Vesting Date for purposes of this Appendix A.

(c) You do not need to pay any purchase price for the Restricted Share Units unless otherwise required in accordance with applicable law.

2. **Restrictions on the Restricted Share Units**

Until and unless you vest in your Restricted Share Units and receive a distribution of Shares, you may not attempt to sell, transfer, assign or pledge them. Until the date on which you receive a distribution of the Shares in respect of any vested Restricted Share Units awarded hereunder, your award of Restricted Share Units will be evidenced by credit to a book entry account.

When Restricted Share Units vest and become payable, the net Shares (total Shares distributable in respect of vested Restricted Share Units minus any Shares retained by the Company in accordance with the policies and requirements described in Section IV.4), will be delivered to you within sixty days after the RSU Vesting Date in street name to your brokerage account (or, in the event of your death, to a brokerage account in the name of your beneficiary under the Plan) with the Broker. Any Shares

distributed to you in respect of vested Restricted Share Units will be registered in your name and will not be subject to any restrictions. There will be some delay between the RSU Vesting Date and the date your Shares become available to you due to administrative reasons.

3. **Dividend Equivalents and Voting**

(a) **Dividend Equivalents**

In the event that dividends are paid with respect to Shares such that the applicable record date occurs during the period beginning on the Grant Date and ending on the date you receive a distribution of Shares in satisfaction of your vested Restricted Share Units, you will be entitled to receive a cash payment equal to the amount of the dividend paid per Share as of such dividend payment date multiplied by the number of vested Restricted Share Units (the "Dividend Equivalent"). Dividend Equivalents (if any) payable with respect to your vested Restricted Share Units will be paid in cash on the date of the regularly scheduled payroll next following the applicable Vesting Date, or as soon as administratively practicable following such date, and shall be subject to all applicable withholding taxes. For any non-cash dividends, the Committee may determine in its sole discretion the cash value to be so paid to you in respect of such Restricted Share Units or, if applicable, the adjustment to be applied pursuant to Section 15 of the Plan.

(b) **Voting Shares**

You will have the right to vote your Shares that have been distributed in respect of any vested Restricted Share Units. There are no voting rights associated with Restricted Share Units.

(c) **No Other Rights**

You shall have no other dividend equivalent, dividend or voting rights with respect to any Restricted Share Unit.

4. **Termination of Employment**

The following rules apply to the vesting of your Restricted Share Units in the event of your termination of employment.

(a) **Death or Disability**. If your employment is terminated by reason of death or Disability, all your Restricted Share Units will vest on your date of termination. If you are Retirement Eligible and you experience a Disability that satisfies the requirements of U.S. Treasury Regulation Section 1.409A-3(i)(4) prior to the termination of your employment, all your Restricted Share Units will vest on the date of such Disability.

(b) **Involuntary Termination or Retirement**. If your employment is terminated in an Involuntary Termination or by reason of you becoming a Retiree prior to the first anniversary of the Grant Date, a pro rata portion of your Restricted

Share Units will vest on your date of termination and will be settled on the first RSU Vesting Date thereafter; such pro rata portion shall be determined by multiplying the number of Restricted Share Units granted to you and remaining outstanding and unvested at the time your employment is terminated by a fraction, the numerator of which is the number of calendar days you were employed between the Grant Date and your date of termination and the denominator of which is the number of calendar days between the Grant Date and the final scheduled RSU Vesting Date. If your employment is terminated in an Involuntary Termination or by reason of you becoming a Retiree on or after the first anniversary of the Grant Date, you will continue to vest following such termination to the same extent as if you continued to be employed by the Company or one of its subsidiaries. Notwithstanding the foregoing and to the extent permissible under applicable law, in no event shall the restricted share units granted hereunder continue to vest beyond the day on which you first provide services to a Competitor, as described in Section III below.

(c) **Other Termination of Employment**. If your employment terminates for any reason other than those set forth in Sections II.4(a), II.4(b) and II.5, any of your Restricted Share Units which have not vested prior to your termination of employment will be forfeited.

(d) **Adjustments by the Committee**. The Committee may, in its sole discretion, accelerate the vesting of all or any portion of your Restricted Share Units; provided, however, that no acceleration of delivery of Shares shall be made in a manner that is not in compliance with, or exempt from, any applicable requirements of Code Section 409A.

5. **Change of Control.**

Notwithstanding the provisions of the Award Letter or Sections II.1 or II.4, all of your Restricted Share Units will vest immediately upon a Change of Control Termination.

Section III. Miscellaneous

The terms and provisions of this Section III apply to all Awards.

1. **Definitions**

(a) **"Cause"** means (1) your willful and continued failure to substantially perform your duties with the Company (other than any such failure resulting from your incapacity due to physical or mental illness), (2) your willful engagement in conduct which is demonstrably and materially injurious to the Company or its Subsidiaries, monetarily or otherwise, (3) your willful, material breach of any written policy of the Company or any written agreement between you and the Company or any of its Subsidiaries, including, but not limited to, the Company's Code of Integrity, human resource or legal compliance and ethics policies or any employment agreement, (4) your indictment of a felony or a misdemeanor involving fraud, dishonesty or moral turpitude, or (5) such other events, acts or omissions as shall be determined in good faith. For purposes

of clauses (1), (2) and (3) of this definition, no act, or failure to act, on your part shall be deemed “willful” unless done, or omitted to be done, by you not in good faith and without reasonable belief that your act, or failure to act, was in the best interest of the Company.

(b) **“Change of Control Termination”** means and occurs on the date of your termination of employment by the Company or any Subsidiary for any reason other than Cause within two years after the date of a Change of Control.

(c) “**Competitor**” means any business that, as of the Grant Date, is engaged in the ownership and/or operation of ultra-deepwater or harsh environment offshore drilling rigs in direct competition with the Company and its affiliates. This restriction shall not prevent you from working for a subsidiary, division, venture or other business or functional service unit (collectively a "Unit") of a Competitor so long as (i) such Unit is not itself a Competitor, and (ii) you do not manage or participate in business activities or projects of any Unit that is a Competitor. For purposes of this Agreement, you will be deemed to provide services to a Competitor if, in the Committee’s sole discretion, you, directly or indirectly, whether as an employee, officer, director, investor, independent contractor, consultant, or otherwise, in any job function or capacity which is the same, similar to, or greater than that performed by you for the Company, accept a position to engage in, work for, provide advice to, or provide services to, any Competitor in the Restricted Territory. Further, nothing in this provision prohibits you from owning an investment interest of less than 5% in a publicly traded company. The term “**Restricted Territory**” means all countries, counties and parishes in which the Company operated or planned to operate during the preceding five (5) years of your employment with the Company, as determined in the sole discretion of the Committee. The Committee may, by written notice to you, modify the definition of the terms “Competitor” and “Restricted Territory” to make them less restrictive if deemed necessary to comply with applicable law.

(d) **“Disability”** means (1) you qualify for disability benefits under a long term disability plan sponsored by the Company or (2) if you are not covered by any such long term disability plan, the Chief Executive Officer of the Company, or in the case of the termination of employment of the Chief Executive Officer of the Company, the Committee, has determined that you are disabled.

(e) **“Good Reason”** means (1) the diminution of your duties or responsibilities, or a demotion of your position, to such an extent or in such a manner as to relegate you to a position not substantially similar to that which you held prior to such change or (2) a material reduction in your base salary or annual cash incentive plan opportunities other than in connection with such reductions that are applicable to the Company’s executives as a group. You shall not be considered to have terminated for Good Reason unless you notify the Company in writing within 30 days of the date the event giving rise to Good Reason occurs, the Company does not cure such condition within 30 days of

such notice and you terminate your employment no later than 90 days after the date the event giving rise to Good Reason occurred.

(f) **"Involuntary Termination"** means the termination of your employment (i) by the Company without Cause or (ii) by you for Good Reason.

(g) With respect to an award of Performance Units, **"Pro-Rata Earned Award"** is determined by multiplying the number of Earned Performance Units which would have otherwise been earned had your employment not been terminated by a fraction, the numerator of which is the number of calendar days you were employed during the period beginning January 1, 2024 and ending December 31, 2024 and the denominator of which is the total number of calendar days in the period beginning January 1, 2024 and ending December 31, 2026.

(h) You are a **"Retiree"** if your separation from service occurs for any reason other than Cause, Involuntary Termination, Change in Control Termination, death or Disability after (a) attainment of age 62 and (b) completion of at least five years of service with the Company or its Subsidiaries.

(i) With respect to an award of Restricted Share Units, **"Retirement Eligible"** means, and will apply if, your final RSU Vesting Date is scheduled to occur after the calendar year in which you will complete at least five years of service with the Company or its Subsidiaries and will attain at least age 62.

2. **Award Determinations**

The Chief Executive Officer of the Company, or in the case of the termination of employment of the Chief Executive Officer of the Company, the Committee, shall have absolute discretion to determine the date and circumstances of termination of your employment or separation from service, including without limitation whether as a result of Disability, Involuntary Termination, Cause, Good Reason or any other reason and whether you are a Retiree, and such determination shall be final, conclusive and binding upon you.

3. **Section 280G Limitation**

Notwithstanding anything in the Award Letter (including this Appendix A) to the contrary, if all or any portion of the benefits provided hereunder, either alone or together with other payments and benefits received or to be received from the Company or any affiliate or successor, would constitute a "parachute payment", as such term is defined in Code Section 280G(b)(2), the aggregate of the amounts constituting the parachute payment shall be reduced to the extent necessary so that no portion thereof shall be subject to the excise tax imposed by Code Section 4999, but only if, by reason of such reduction, the net after-tax benefit shall exceed the net after-tax benefit if such reduction were not made. "Net after-tax benefit" for these purposes shall mean the sum of (w) the total amount payable under this Award, plus (x) all other payments and benefits which you receive or are then entitled to receive from the Company or an Affiliate that, alone or in combination with the amounts payable under the Award, would constitute a "parachute payment" within the

meaning of Code Section 280G, less (y) the amount of federal income taxes payable with respect to the foregoing calculated at the maximum marginal income tax rate for each year in which the foregoing shall be paid (based upon the rate in effect for such year as set forth in the Code at the time of the payment under the Plan), less (z) the amount of excise taxes imposed with respect to the payments and benefits described in (w) and (x) above by Code Section 4999. Such reduction shall be made to those amounts that provide you with the best economic benefit (and to the extent any payments are economically equivalent, each shall be reduced pro rata), which may include, without limitation and to the extent necessary, a reduction to the Awards or vesting of the Awards in order that this limitation not be exceeded; provided, however, that this Section IV.3 shall be superseded in its entirety by (i) any contrary treatment of parachute payments to which you have agreed in writing prior to the Change of Control pursuant to any other plan, program or agreement, or (ii) any more favorable treatment of the excise tax on parachute payments extended to you by the Company or its affiliates pursuant to any other plan, program or agreement.

4. **Tax Consequences and Withholding**

(a) You should consult the Plan Prospectus for a general summary of the Swiss federal income tax consequences to you and, if applicable, the U.S. tax consequences to you, upon the grant, vesting or distribution to you of the Awards based on currently applicable provisions of the Code, related regulations and Swiss tax rules. The summary does not discuss state and local tax laws or the laws of any other jurisdictions, which may differ from the U.S. federal tax law and Swiss tax rules. For these reasons, you are urged to consult your own tax advisor regarding the application of the tax laws to your particular situation.

(b) With respect to Awards of Performance Units under Section I and Restricted Share Units under Section II, the Company shall reduce the number of Shares otherwise deliverable to you with respect to your Earned Performance Units or Restricted Share Units by a number of Shares having a value approximately equal to the amount required to be withheld under the Company's policies and procedures or applicable law. Further, any dividend equivalents paid to you in respect of Earned Performance Units or Restricted Share Units pursuant to Section I.4 or II.3, respectively, will be subject to tax withholding, as appropriate, as additional compensation.

(c) You may not elect to have the Broker withhold Shares having a value less than the minimum statutory withholding tax liability or, if you are serving as an expatriate employee, the "standard deduction" withheld in accordance with the Company's policies and procedures. If you fail to satisfy such withholding obligation in a time and manner satisfactory to the Company, the Company shall have the right to withhold the required amount from your salary or other amounts payable to you.

(d) In addition to the previous withholding requirements, any award under the Plan is also subject to all applicable withholding policies of the Company as may be in effect from time to time, at the sole discretion of the Company.

Without limiting the generality of the foregoing, the Company expressly has the right to collect or cause to be collected, pursuant to any tax equalization or other plan or policy, as any such policies or plans may be in effect from time to time (irrespective of whether such withholding correlates to the applicable tax withholding requirement with respect to your award) proceeds of the sale of Shares acquired upon vesting of the applicable award through a sale arranged by the Company or Broker on your behalf pursuant to this authorization without further consent. Awards are further subject to any tax and other reporting requirement that may be applicable in any pertinent jurisdiction including any obligation to report awards (whether related to the granting or vesting thereof or exercise of rights thereunder) to any taxing authority or other pertinent third party.

5. **Restrictions on Resale**

Other than the restrictions referenced in Sections I.3 and II.2, there are no restrictions imposed by the Plan on the resale of Shares acquired under the Plan. However, under the provisions of the Securities Act and the rules and regulations of the SEC, resales of Shares acquired under the Plan by certain officers and directors of the Company who may be deemed to be "affiliates" of the Company must be made pursuant to an appropriate effective registration statement filed with the SEC, pursuant to the provisions of Rule 144 issued under the Securities Act, or pursuant to another exemption from registration provided in the Securities Act. At the present time, the Company does not have a currently effective registration statement pursuant to which such resales may be made by affiliates. There are no restrictions imposed by the SEC on the resale of Shares acquired under the Plan by persons who are not affiliates of the Company; provided, however, that all employees are subject to the Company's policies against insider trading, and restrictions against resale may be imposed by the Company from time-to-time as may be necessary under applicable law.

6. **Beneficiary**

You may designate a beneficiary to receive any portion of your Performance Units and Restricted Share Units that become due to you after your death, and you may change your beneficiary from time to time. Beneficiary designations should be filed with the Broker with respect to Performance Units and Restricted Share Units. The beneficiary if you fail to file a designation with the Broker for the Performance Units and the Restricted Share Units, will be (1) the beneficiary you designated under any group life insurance plan maintained by the Company or its Subsidiaries that provides the largest death benefit, which will constitute the designated beneficiary for purposes of this Section IV.6, or, if none, (2) the executor or administrator of your estate.

7. **Effect on Other Benefits**

Income recognized by you as a result of the grant, vesting, exercise or distribution of Shares with respect to Awards will not be included in the formula for calculating benefits under any of the Company's retirement and disability plans or any other benefit plans.

8. **Code Section 409A Compliance**

(a) The award of Performance Units under Section I is intended to be exempt from or to comply with the provisions of Section 409A and, wherever possible, shall be consistent therewith. No action taken to comply with Section 409A shall be deemed to impair a benefit under the Award Letter or this Appendix A.

(b) The award of Restricted Share Units under Section II is intended to be exempt from or to comply with the provisions of Section 409A and, wherever possible, shall be interpreted consistent therewith. Specifically, (1) if you are not Retirement Eligible, the time of payment specified in Sections II.2 and II.4 is exempt from Code Section 409A as a short term deferral in compliance with U.S. Treasury Regulation Section 1.409A-1(b)(4), and (2) if you are Retirement Eligible or if your employment is terminated in an Involuntary Termination, the time of payment specified with respect to Section II.4(b) is compliant with U.S. Treasury Regulation Section 1.409A-3(a) and is compliant with Code Section 409A as being paid pursuant to a permissible payment date and the time of payment specified in Section II.4(a) with respect to Disability is compliant with U.S. Treasury Regulation Section 1.409A-3(a)(2) and is compliant with Code Section 409A as being paid pursuant to the permissible payment event of disability under U.S. Treasury Regulation Section 1.409A-3(i)(4). If you are Retirement Eligible, you will not be considered to have a termination from employment unless such termination meets the requirements for a “separation from service” within the meaning of U.S. Treasury Regulation Section 1.409A-1(h), if applicable. If you are a “specified employee” on the date of your “separation from service” within the meaning of Code Section 409A, the time of payment otherwise specified in the Award Letter or this Appendix A will be deferred to the extent required by Code Section 409A. No action taken to comply with Code Section 409A shall be deemed to impair a benefit under the Award Letter or this Appendix A.

Exhibit "A" to Performance Unit Award

A. Committee Methodology for TSR

Total Earned Performance Units will be based on achievement of relative TSR performance, subject to an adjustment based on the Company's absolute TSR. The Committee will make a determination on the Determination Date with respect to the achievement of TSR (as defined under Section B below) by the Company and the members of its peer group (as described under Section C below) and the number of Target Performance Units, if any, that become Earned Performance Units based on achievement of Relative Performance and Threshold Performance (as those terms are defined below). If any calculation with respect to the Earned Performance Units would result in a fractional share, the numbers of Earned Performance Units shall be rounded down to the nearest whole share.

"Relative Performance" shall be determined by ranking the Company, along with the other companies in its peer group, from best to worst based on TSR, and then determining the percentile ranking to assess the number of Earned Performance Units as described below.

If, during the PSU Performance Cycle, (i) any peer group company files for or is the subject of any bankruptcy, insolvency or liquidation proceeding, (ii) any peer group company continues to exist but is no longer publicly traded on an established securities market as a result of a de-listing event (other than due to an acquisition), or (iii) any other corporate financial restructuring event, condition or circumstance exists that, in the determination of the Committee, causes a peer performance to no longer be appropriate for a TSR comparison, such peer group company will remain in the peer group positioned below the lowest performing member of the peer group in chronological order by the date of such bankruptcy, insolvency, liquidation, de-listing or other event, condition or circumstance for the applicable period. In the event that a peer group company is subject to a transaction in which more than 50% of the value of the company's outstanding shares immediately prior to the transaction are acquired by another person or entity, such company shall be removed from the peer group company listing for the applicable period in which the transaction occurred.

The Company's percentile ranking in its peer group shall determine the number of TSR Performance Units that become Earned Performance Units due to Relative Performance based on the following schedule:

Transocean Percentile	**Percentage of TSR Performance Units Becoming Earned Performance Units ("Relative Performance")**
90th Percentile or Greater	200%
50th Percentile (target)	100%
25th Percentile	50%
Less than 25th Percentile	0%

For any achievement of a percentile ranking between the percentiles set forth in the schedule above, the number of Total Performance Units that become Earned Performance Units due to Relative Performance will be determined by linear interpolation between the percentages assigned in the schedule above.

If the Company's absolute TSR is less than -15% in the PSU Performance Cycle, then no more than 100% of your Performance Units will become Earned Performance Units in the relevant period.

If the Company's absolute TSR is greater than 15% in PSU Performance Cycle ("Threshold Performance"), a minimum of 50% of your Performance Units will become Earned Performance Units

in the relevant period. If the Threshold Performance is achieved, the total number of Earned Performance Units can be increased, but not decreased, based on achievement of Relative Performance for the PSU Performance Cycle.

Notwithstanding the foregoing, a "Price Cap" will apply such that if the Fair Market Value of a Share exceeds $20, subject to adjustment pursuant to Section 15 of the Plan, on the Determination Date, the number of Performance Units that would have become Earned Performance Units due to either the Relative Performance or Threshold Performance will be reduced by multiplying such number of Earned Performance Units by a fraction, the numerator of which is $20, subject to adjustment pursuant to Section 15 of the Plan, and the denominator of which is the Fair Market Value of a Share on the Determination Date. If the Price Cap applies, delivery of a number of Shares equal to such reduced number of Earned Performance Units will be in full satisfaction of the Performance Units. As an example of the application of the Price Cap, if 100 Performance Units would become Earned Performance Units based on the schedule due to Relative Performance and the Fair Market Value of a Share is $25 on the Determination Date, 80 Shares will be delivered in settlement of the Performance Units (100 x 20/25).

B. Definition of Total Shareholder Return

Total Shareholder Return ("TSR") through the PSU Performance Cycle is based on the comparison of the average closing share price for the thirty (30) business days prior to January 1, 2024 and the average closing share price for the last thirty (30) business days in the calendar year ending December 31, 2026, adjusted for dividends. The same calculation is conducted for the Company and each of the companies in the peer group.

C. Peer Group

The peer group shall consist of:

Aker Solutions ASA	Oil States International, Inc.
Baker Hughes Company	Saipem SpA
Diamond Offshore Drilling, Inc.	Seadrill Limited
Noble Corporation Plc	Subsea 7 S.A.
NOV Inc.	TechnipFMC plc
Oceaneering International, Inc.	Tidewater Inc.
Odfjell Drilling Ltd.	Valaris Limited

NOTE: The Committee has the sole authority to interpret the terms of this Exhibit A, including the formula for TSR. The Committee's determination of all matters in connection with the award will be final and binding.

Exhibit 31.1

CEO CERTIFICATION PURSUANT TO SECTION 302 OF THE SARBANES-OXLEY ACT OF 2002

I, Jeremy D. Thigpen, certify that:

1. I have reviewed this report on Form 10-Q of Transocean Ltd.;

2. Based on my knowledge, this report does not contain any untrue statement of a material fact or omit to state a material fact necessary to make the statements made, in light of the circumstances under which such statements were made, not misleading with respect to the period covered by this report;

3. Based on my knowledge, the financial statements, and other financial information included in this report, fairly present in all material respects the financial condition, results of operations and cash flows of the registrant as of, and for, the periods presented in this report;

4. The registrant's other certifying officer and I are responsible for establishing and maintaining disclosure controls and procedures (as defined in Exchange Act Rules 13a-15(e) and 15d-15(e)) and internal control over financial reporting (as defined in Exchange Act Rules 13a-15(f) and 15d-15(f)) for the registrant and have:

   a) designed such disclosure controls and procedures, or caused such disclosure controls and procedures to be designed under our supervision, to ensure that material information relating to the registrant, including its consolidated subsidiaries, is made known to us by others within those entities, particularly during the period in which this report is being prepared;

   b) designed such internal control over financial reporting, or caused such internal control over financial reporting to be designed under our supervision, to provide reasonable assurance regarding the reliability of financial reporting and the preparation of financial statements for external purposes in accordance with generally accepted accounting principles;

   c) evaluated the effectiveness of the registrant's disclosure controls and procedures and presented in this report our conclusions about the effectiveness of the disclosure controls and procedures, as of the end of the period covered by this report based on such evaluation; and

   d) disclosed in this report any change in the registrant's internal control over financial reporting that occurred during the registrant's most recent fiscal quarter (the registrant's fourth fiscal quarter in the case of an annual report) that has materially affected, or is reasonably likely to materially affect, the registrant's internal control over financial reporting; and

5. The registrant's other certifying officer and I have disclosed, based on our most recent evaluation of internal control over financial reporting, to the registrant's auditors and the audit committee of registrant's board of directors (or persons performing the equivalent functions):

   a) all significant deficiencies and material weaknesses in the design or operation of internal control over financial reporting which are reasonably likely to adversely affect the registrant's ability to record, process, summarize and report financial information; and

   b) any fraud, whether or not material, that involves management or other employees who have a significant role in the registrant's internal control over financial reporting.

Dated: April 30, 2024

/s/ Jeremy D. Thigpen
Jeremy D. Thigpen
Chief Executive Officer

Exhibit 31.2

CFO CERTIFICATION PURSUANT TO SECTION 302 OF THE SARBANES-OXLEY ACT OF 2002

I, Mark L. Mey, certify that:

1. I have reviewed this report on Form 10-Q of Transocean Ltd.;

2. Based on my knowledge, this report does not contain any untrue statement of a material fact or omit to state a material fact necessary to make the statements made, in light of the circumstances under which such statements were made, not misleading with respect to the period covered by this report;

3. Based on my knowledge, the financial statements, and other financial information included in this report, fairly present in all material respects the financial condition, results of operations and cash flows of the registrant as of, and for, the periods presented in this report;

4. The registrant's other certifying officer and I are responsible for establishing and maintaining disclosure controls and procedures (as defined in Exchange Act Rules 13a-15(e) and 15d-15(e)) and internal control over financial reporting (as defined in Exchange Act Rules 13a-15(f) and 15d-15(f)) for the registrant and have:

   a) designed such disclosure controls and procedures, or caused such disclosure controls and procedures to be designed under our supervision, to ensure that material information relating to the registrant, including its consolidated subsidiaries, is made known to us by others within those entities, particularly during the period in which this report is being prepared;

   b) designed such internal control over financial reporting, or caused such internal control over financial reporting to be designed under our supervision, to provide reasonable assurance regarding the reliability of financial reporting and the preparation of financial statements for external purposes in accordance with generally accepted accounting principles;

   c) evaluated the effectiveness of the registrant's disclosure controls and procedures and presented in this report our conclusions about the effectiveness of the disclosure controls and procedures, as of the end of the period covered by this report based on such evaluation; and

   d) disclosed in this report any change in the registrant's internal control over financial reporting that occurred during the registrant's most recent fiscal quarter (the registrant's fourth fiscal quarter in the case of an annual report) that has materially affected, or is reasonably likely to materially affect, the registrant's internal control over financial reporting; and

5. The registrant's other certifying officer and I have disclosed, based on our most recent evaluation of internal control over financial reporting, to the registrant's auditors and the audit committee of registrant's board of directors (or persons performing the equivalent functions):

   a) all significant deficiencies and material weaknesses in the design or operation of internal control over financial reporting which are reasonably likely to adversely affect the registrant's ability to record, process, summarize and report financial information; and

   b) any fraud, whether or not material, that involves management or other employees who have a significant role in the registrant's internal control over financial reporting.

Dated: April 30, 2024

/s/ Mark L. Mey
Mark L. Mey
Executive Vice President and Chief Financial Officer

Exhibit 32.1

CERTIFICATION PURSUANT TO SECTION 906 OF THE SARBANES-OXLEY ACT OF 2002 (SUBSECTIONS (a) AND (b) OF SECTION 1350, CHAPTER 63 OF TITLE 18, UNITED STATES CODE)

Pursuant to Section 906 of the Sarbanes-Oxley Act of 2002 (Subsections (a) and (b) of Section 1350, Chapter 63 of Title 18, United States Code), I, Jeremy D. Thigpen, Chief Executive Officer of Transocean Ltd., a Swiss corporation (the "Company"), hereby certify, to my knowledge, that:

(1) the Company's Quarterly Report on Form 10-Q for the quarter ended March 31, 2024 (the "Report") fully complies with the requirements of Section 13(a) or 15(d) of the Securities Exchange Act of 1934; and

(2) information contained in the Report fairly presents, in all material respects, the financial condition and results of operations of the Company.

Dated: April 30, 2024

/s/ Jeremy D. Thigpen
Jeremy D. Thigpen
Chief Executive Officer

The foregoing certification is being furnished solely pursuant to Section 906 of the Sarbanes-Oxley Act of 2002 (Subsections (a) and (b) of Section 1350, Chapter 63 of Title 18, United States Code) and is not being filed as part of the Report or as a separate disclosure document.

A signed original of this written statement required by Section 906 has been provided to the Company and will be retained by the Company and furnished to the U.S. Securities and Exchange Commission or its staff upon request.

Exhibit 32.2

CERTIFICATION PURSUANT TO SECTION 906 OF THE SARBANES-OXLEY ACT OF 2002 (SUBSECTIONS (a) AND (b) OF SECTION 1350, CHAPTER 63 OF TITLE 18, UNITED STATES CODE)

Pursuant to Section 906 of the Sarbanes-Oxley Act of 2002 (Subsections (a) and (b) of Section 1350, Chapter 63 of Title 18, United States Code), I, Mark L. Mey, Executive Vice President and Chief Financial Officer of Transocean Ltd., a Swiss corporation (the "Company"), hereby certify, to my knowledge, that:

(1) the Company's Quarterly Report on Form 10-Q for the quarter ended March 31, 2024 (the "Report") fully complies with the requirements of Section 13(a) or 15(d) of the Securities Exchange Act of 1934; and

(2) information contained in the Report fairly presents, in all material respects, the financial condition and results of operations of the Company.

Dated: April 30, 2024

/s/ Mark L. Mey
Mark L. Mey
Executive Vice President and Chief Financial Officer

The foregoing certification is being furnished solely pursuant to Section 906 of the Sarbanes-Oxley Act of 2002 (Subsections (a) and (b) of Section 1350, Chapter 63 of Title 18, United States Code) and is not being filed as part of the Report or as a separate disclosure document.

A signed original of this written statement required by Section 906 has been provided to the Company and will be retained by the Company and furnished to the U.S. Securities and Exchange Commission or its staff upon request.